

Embrace Your Inner Panda Sweepstakes Official Rules

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility: Embrace Your Inner Panda Sweepstakes (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (and the District of Columbia) and Canada (excluding Quebec), who are at least eighteen (18) years old at the time of entry. A minor in their jurisdiction of residence should have a parent's or legal guardian's permission to enter. Employees of Panda Restaurant Group, Inc. ("Sponsor"), Walt Disney Studios Motion Pictures ("Disney"), Merkle Inc. ("Administrator"), and their parent, subsidiary, related and affiliate companies as well as the immediate family (spouse, parents, siblings and children and their respective spouses, regardless of where they reside) and household members of each such employee, whether or not related, are not eligible. The Sweepstakes is subject to all applicable federal, state, provincial, municipal, territorial and local laws and regulations. It is void in Quebec and where prohibited by law. Participation constitutes participant's (and, if an eligible minor, their parent's or legal guardian's) full and unconditional agreement to these Official Rules. Sponsor's and Administrator's decisions are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: Panda Restaurant Group, Inc., 1683 Walnut Grove Avenue, Rosemead, CA 91770 U.S.A.
Administrator: Merkle Inc., 3000 Town Center, Suite 2100, Southfield, MI 48075 U.S.A.

3. Timing: The Sweepstakes begins on February 16, 2022 at 12:00 a.m. United States Eastern Time ("ET") and ends on April 1, 2022 at 11:59 p.m. ET (the "Promotion Period"). Administrator's computer is the official time-keeping device for the Sweepstakes.

4. How to Enter: There are two (2) ways to enter as outlined below.

- a. Make a Qualifying Purchase, Visit Website and Upload Image of your Receipt: During the Promotion Period, purchase at least one (1) Panda Cub Meal ("Qualifying Purchase") at a Panda Express location, or by an online order (through Pandaexpress.com, the Panda Express Mobile App or any third-party delivery app) and keep your receipt (paper and/or email). Take an image of your entire receipt. The receipt image must be clear and legible, include retailer name, purchase date and time, the Qualifying Purchase, and the purchase price. Then, visit EmbraceYourInnerPanda.com (the "Website"), register (on your first visit) or login, and follow the instructions to upload the image of your receipt. Once your receipt is validated, you will receive one (1) entry into the Sweepstakes. Duplicate receipts and receipts not obtained from authorized and legitimate channels, and receipts that are, in whole or in part, illegible, incomplete, damaged, irregular, altered, counterfeit, produced in error or obtained via fraud or theft, including, but not limited to, through bartering, auctioning, or selling, may be void. Any receipt can only be used one (1) time for entry into the Sweepstakes. Participants are not permitted to share or exchange receipts.
- b. Mail-in Alternate Method: To enter the Sweepstakes without making a Qualifying Purchase, hand print your name, address, day and evening phone numbers, email address, and date of birth on a 3" x 5" piece of paper and mail it in an envelope with proper postage to "Embrace Your Inner Panda Sweepstakes," c/o Merkle Inc., P.O. Box 5025, Department 851204, Kalamazoo, MI 49003-5025, U.S.A. You will receive one (1) Sweepstakes entry. Limit: One (1) entry per stamped outer envelope. All mail-in entries must be handwritten and must be postmarked by April 1, 2022 and received by April 15, 2022. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be

deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due entries, which will be disqualified.

Limit: Each participant may enter one time per day during the Promotion Period. Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that participant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the participant and such individual must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each potential winner may be required to show proof of being the authorized account holder.

5. Drawings: Administrator is an independent judging organization, whose decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners are final and binding in all matters related to the Sweepstakes. Administrator will randomly select the potential Sweepstakes winners from all eligible entries received during the Promotion Period, on or around April 20, 2022. The potential winners will be notified by email following the draw date. Potential winners may be required to provide their name, home mailing address (P.O. Boxes may not be permitted), and date of birth to confirm eligibility and for purposes of prize fulfillment within five (5) days of the date notice or attempted notice is sent, in order to claim the prize. The potential Grand Prize winner (parent/legal guardian if a winner is a minor in his/her place of residence) will be required to sign and return a Declaration of Compliance, Liability Waiver and where not prohibited, a Publicity Release ("Declaration"), which must be received by Administrator within five (5) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a resident of Canada, winner will be required to complete IRS Form W-8BEN and correctly answer a time-limited mathematical skill-testing question without assistance, in order to be eligible to receive a prize. Receiving a prize is contingent upon compliance with these Official Rules. If a potential winner cannot be contacted, fails to sign and return the Declaration or provide any other requested information within the required time period (if applicable), fails to answer the skill-testing question correctly (if applicable), or prize or prize notification is returned as undeliverable, potential winner forfeits the prize. In the event that a potential winner forfeits the prize or is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. Only three (3) alternate drawings will be held, after which the prize will remain un-awarded. Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion. If any minor winner is ineligible, their parent or guardian may be required to fulfill the winner obligations set forth herein.

6. Prizes:

ONE (1) GRAND PRIZE: If winner is a resident of the U.S., winner will receive a check for USD\$10,000.00. If the winner is a resident of Canada, prize will be fulfilled as a wire transfer of USD \$10,000.00. ***The prize is intended to be used for qualified educational purposes. Winners will be required to confirm this when accepting the prize.*** Approximate Retail Value ("ARV"): USD\$10,000.00.

If the Grand Prize winner is a resident of the U.S., winner will receive an additional check for USD\$4,286 that may be used to assist with taxes. The total value of the prize (USD\$14,286.00) will be reported in the IRS form 1099 issued to the winner. If the Grand Prize winner is a resident of Canada, Sponsor will remit an additional amount of USD\$4,286.00 to the IRS (the United States tax agency) as required by law. The Canadian winner will receive a U.S tax form 1042 reporting the total value of the prize (USD\$14,286.00) from the Administrator which includes the wire transfer amount awarded to winner and the deducted amount withheld and submitted to the IRS.

EIGHT (8) FIRST PRIZES: Each winner will receive a year supply of Panda Express Cub Meals and a Disney/Pixar *Turning Red* and Sponsor themed gift basket ("Gift Basket"). Exact contents of the Gift

Basket shall be determined by Sponsor in its sole discretion. The year supply of Panda Express Cub Meals fulfilled as USD\$364.00 in Panda Express gift cards and is defined as one (1) USD\$7.00 Cub Meal per calendar week for fifty-two (52) weeks. The Gift Basket includes: one (1) Panda Express t-shirt; one (1) Panda Express hat; one (1) panda plush toy; one (1) panda face mask; one (1) Turning Red headphone; one (1) Turning Red kid's cloak with lanyard; one (1) Turning Red canvas tote bag; one (1) Turning Red notebook and one (1) USD\$100.00 check (wire transfer if winner is from Canada). ARV: USD\$558.00 each.

EIGHT (8) SECOND PRIZES: Winner will receive one (1) USD\$100.00 check (wire transfer if winner is from Canada) and one (1) USD\$88.00 Panda Express gift card. ARV: USD\$188.00 each.

If any First or Second Prize winner is a resident of Canada, Sponsor will gross up the prize value in an amount to satisfy the 30% withholding requirement. The withholding amount will be submitted to the US taxing authority IRS (the United States tax agency) as required by law and winner will receive a U.S tax form 1042 from the Administrator reflecting the total value of the prize, including the gross up amount and the withholding amount submitted to the IRS will be noted separately.

For All Prizes: Terms and conditions of gift cards apply. Prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Noncash prizes cannot be redeemed for cash. Prizes are awarded "as is" with no warranty or guarantee, either express or implied. Winners are responsible for all taxes (including income and withholding taxes) and fees associated with prize receipt and/or use not specified herein as being provided. Odds of winning a prize depend on the number of eligible entries received during the Promotion Period. Limit: of one (1) prize per person. Total ARV for all prizes: USD\$20,254.00.

7. Release: By participating, participants agree to release and hold harmless Sponsor, Disney, Administrator, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Sweepstakes or receipt or use or misuse of any prize.

8. Publicity: Except where prohibited, participation in the Sweepstakes constitutes each winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state or province for promotional purposes in any and all media, now or hereafter devised, worldwide in perpetuity, without further payment or consideration, notification or permission.

9. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, if any fraud, technical failures, human error, or any other factor impairs the integrity or proper functioning of the Sweepstakes, or any event or cause beyond Sponsor's control (e.g. events such as natural calamities, national emergencies, wide spread illnesses, declarations of war, acts of God, acts of terrorism) interferes with any aspect of the Sweepstakes, including but not limited to fulfillment of the prize(s), as determined by Sponsor in its sole discretion. In such event, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance and/or may modify the prizes offered herein. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner, and all associated entries will be void. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event of any conflict with any Sweepstakes details contained in these Official Rules and the Sweepstakes details contained in any promotional materials (including, but not limited to, point of sale, television and print advertising, or any other promotional media), the details of the Sweepstakes as set forth in these Official Rules shall prevail.

10. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by participants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Sweepstakes; (4) other errors or problems of any kind relating to or in connection with Sweepstakes, whether computer, network, technical, mechanical, typographical, printing, human or otherwise, including, but not limited to, errors or problems which may occur in the administration of the Sweepstakes, the processing of entries, the announcement the prizes or in any Sweepstakes-related, materials; (5) late, lost, undeliverable, damaged, incomplete, inaccurate, stolen, delayed, misdirected, not received or stolen mail; or (6) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from participant's participation in the Sweepstakes or receipt or use or misuse of any prize. If for any reason a participant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, participant's sole remedy is another entry in the Sweepstakes, if it is possible. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. Disputes: Except where prohibited, participant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan U.S.A, provided that any and all disputes, claims and causes of action arising out of or connected with the intellectual property of Disney, shall be governed and construed in accordance with the laws of the state of California and in the event of any dispute, all entrants irrevocably consent to the jurisdiction of the state and federal courts located in Los Angeles, California to resolve such disputes; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (3) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the participant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Michigan, U.S.A. without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan; except for any claims related to the intellectual property of Disney, which shall be governed and construed in accordance with the laws of the state of California, as set forth above.

12. Participant's Personal Information: Information collected from participants is subject to Sponsor's Privacy Policy <https://www.pandaexpress.com/legal#privacypolicy>.

13. Winner List: For a winner list, visit <https://bit.ly/3Ds0buH>. The winner list will be posted after winner confirmation is complete.

14. Promotion Emails: By participating in the Promotion, you agree to receive emails related to the Promotion including, but not limited to, a registration confirmation email. You will not be required to opt into email-marketing messages from Sponsor.

15. Unsubscribe: To opt out of future marketing messages from Sponsor, click [here](#).

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