

Instagram Contest — Official Rules
Sponsored by Mizkan
January 20-31, 2020

NO PURCHASE, APPLICATION, OR USE OF MIZKAN PRODUCTS OR SERVICES IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **ELIGIBILITY:** The Mizkan Instagram contest (the "Contest") is open only to legal residents of the 48 continental United States and the District of Columbia. Participants must be at least eighteen (18) years of age at the time of entry (19 or older if a resident of AL or NE) and have an Instagram account to be eligible. Employees, officers and directors of Mizkan (the "Sponsor"), Havas, Forward Influence, the contracted influencers, and their parent companies, subsidiaries, affiliates, advertising and promotion agencies, or law firms (collectively, the "Contest Entities") and the immediate family members of any such employee, officer or director, and any person residing in their same households, whether or not related, are not eligible to participate in the Contest or win a Prize. The term "immediate family member" includes spouses, un-married partners, parents, grandparents, siblings, children, and grandchildren and their respective spouses, regardless of where they reside. By entering the Contest, participants agree to accept and be bound by all terms of these Official Rules and Mizkan decisions. The Contest is subject to all federal, state and local laws and regulations and is void wherever prohibited by law.

2. **SPONSOR:** Mizkan America, Inc. located at 1661 Feehanville Drive, Suite 100, Mount Prospect, IL 60056 ("Mizkan" or "Sponsor" or the "Company"). The Contest is in no way sponsored, endorsed or administered by or associated with Instagram. By entering, you understand that you are providing your information to Mizkan, and not to Instagram

3. **HOSTS:** Contracted Influencers **TBD**

4. **AGREEMENT TO OFFICIAL RULES:** Entry in the Contest constitutes participant's full and unconditional agreement to and acceptance of these Official Rules and the decisions of the Sponsor, which are final and binding. Winning a Prize is contingent upon fulfilling all requirements set forth herein.

5. **ENTRY PERIOD:** The Contest begins at 12:00 a.m. EST on Monday, January 20, 2020 and concludes at 11:59 p.m. EST on Friday, January 31, 2020 (the "Promotion Period"). Entries submitted prior to or after the Promotion Period will be disqualified.

6. **HOW TO ENTER:**

- During the Contest Period, you may enter by doing the following:
 - Post one (1) photo to your Instagram account and include a caption that explains why you love Asian food and tag your Instagram account.

- Tag three (3) friends in the host influencer's IG update who love Asian food in your Instagram update (the "Entry"). Limit one (1) entry per person, per Instagram account.
- You must use the campaign hashtag #MizkanRiceVinegar #MizkanMirinSauce #MizkanFlavors in the caption of your photo and follow @MizkanFlavors on Instagram in order to be entered. You must have permission from the tagged/mentioned friends to use their names in connection with this Sweepstakes

By submitting an Entry, you represent and warrant that: (i) you own all rights in the Entry and that the Entry has not been copied in whole or in part from any other work; (ii) the Entry does not violate or infringe any copyright, trademark/trade name, or other proprietary right of any person (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity; (iii) the Entry has not been published previously; (iv) the Entry has not won previous awards; and (v) publication of the Entry via various media, including Web posting, will not infringe the rights of any third party. Each entrant agrees to indemnify and hold the Sponsor harmless from and against any claims to the contrary.

Entries must conform to the requirements and Content Restrictions outlined in these Official Rules. Participants are solely responsible for Internet connectivity, digital transmission, software and/or hardware that may be required in order to submit any Entry.

All eligible Entries received during the entire Contest Period must be received by 11:59 p.m. EST on Friday, January 31, 2020 to be eligible for the random drawing. The clock used by Instagram will be the official clock for the Contest.

Use of computer programs and other automatic means to enter the Contest is prohibited and will result in disqualification. Normal Internet access and usage charges imposed by your online service may apply.

Participants must not include any of the following content (the "Content Restrictions") in any Entry: (i) pornography, adult-oriented content or any other sexually-explicit material; (ii) materials relating to lotteries or gambling; (iii) explicit language or content, images of violence, or promotion of illegal activities; (iv) content in violation of the intellectual property rights of any person or entity, including but not limited to logos and trademarks, other than those of the Sponsor; (v) libelous, defamatory, disparaging, tortious or slanderous materials; (vi) tobacco, alcohol or drugs; (vii) dangerous stunts; (viii) real weapons of any kind including, but not limited to, guns, knives or projectiles; (ix) material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation, age or any other basis protected by federal, state, or local law, ordinance, or regulation; (x) any individual who is deemed a minor in the jurisdiction in which s/he resides without providing a signed release from a parent or legal guardian of such individual; (xi) individuals other than entrant or his/her children, legal wards or other family members without express, written consent (proof of which may be required at any time); (xii) audio and/or visual content owned by any third party (e.g., recorded music; pre-produced video, etc.); and (xiii) material that is unlawful, or otherwise in violation of or contrary to the laws or regulations of the

United States. Any Entry that does not comply with the foregoing, as determined by Sponsor in its sole discretion, will be disqualified and eliminated from the Sweepstakes.

Any attempt by any entrant to obtain more than the permitted number of Entries by using multiple and/or different identities, registrations, addresses or any other method will void all of that Entrant's entries and that entrant may be disqualified at Sponsor's discretion. None of the Contest Entities shall be responsible for misdirected, incomplete, lost or unavailable network connections, or failed, incomplete, garbled or delayed computer transmissions or other errors or problems which may limit a participant's ability to participate in the contest or downloading of any information necessary to participate in the Contest. False or deceptive entries or acts, as determined by Sponsor or Promoter, will render the entrant ineligible. Sponsor reserves the right, in its sole discretion, to cancel or modify the Contest should any computer virus, malfunction or other cause beyond their control corrupt the administration, security or proper operation of the Contest. All entries become the property of Sponsor and will not be returned. All entries must be submitted in the name of an individual person and a prize can only be awarded to the person whose name is on or corresponds to each winning entry. Unclaimed prizes may not be awarded.

7. HOW TO WIN: At or around 9:00 a.m. EST on Saturday, February 1, 2019, the Hosts will randomly select a winner from among all eligible entries received. The potential winner will be notified through a comment on their original contest entry on Instagram. Within twenty-four (24) hours after notification is sent, the potential winner must respond on Instagram confirming eligibility and acceptance of the Prize to become a "Winner." If a potential winner does not submit a timely reply, an alternate winner may be selected at Sponsor's discretion. Notification is deemed sent when the comment is posted by Hosts. All decisions of Sponsor and/or Promoter in all matters relating to the Contest are final and binding. The odds of winning a Prize depend on the number of eligible entries received during the Promotion Period. Hosts, and/or Promoter, may elect, at its sole discretion, to select an alternate winner from eligible entries, if the Prize or Prize notification is returned as undeliverable, the potential winner fails to respond to notification attempt within the stated time period, or in the event the potential winner declines the Prize. If no eligible Winner can be identified after reasonable attempts, Prize may not be awarded.

8. PRIZE: The reporting and payment of any tax liabilities incurred by the entrant as a result of this Contest and any Prize won are the sole responsibility of the entrant. No substitution or transfer of Prize or cash redemptions permitted by Winner without Sponsor's consent. Unclaimed prizes may not be awarded. The prize is a \$100 check to be sent via USPS by Forward Influence.

9. GENERAL CONDITIONS, RELEASE, INDEMNIFICATION AND LIMITATIONS OF LIABILITY: By entering the Contest, entrants agree to release, indemnify, hold harmless and defend the Contest Entities, or Instagram from any and all liability claims or actions of any kind whatsoever for injuries, damages or losses to persons (including wrongful death) and property which may be sustained in connection with the receipt, ownership, possession or use of the Prize by Winner and/or other users of the Prize, or while winner and/or guest or user of the Prize is preparing for, participating in, and/or traveling to or from any prize-related activity. The Contest Entities expressly disclaim any responsibility or liability for injury or loss to any person or property relating to the delivery, acceptance, possession and/or subsequent use or misuse of the Prize awarded. In the event more Winner notifications are issued, or more

winning Prize claims are received, than the number of Prizes set forth in these Official Rules due to computer, printing, seeding, human, or other error or problem, Sponsor and/or Promoter may select an alternate winner to award the proper number of Prizes as set forth in these Official Rules. In the event of sabotage, acts of God, computer virus or other events or causes beyond Sponsor's reasonable control, which corrupt the integrity, administration, security or proper operation of the Contest, Sponsor reserves the right to cancel or suspend the Contest. In the event of cancellation, Prize will be awarded from among all eligible, non-suspect entries received prior to the event requiring such cancellation. As a condition of entering the Contest, ENTRANT HEREBY RELEASES, WAIVES, DISCHARGES AND COVENANTS NOT TO SUE ANY CONTEST ENTITY, INCLUDING INSTAGRAM, MIZKAN AND ITS AFFILIATES FOR ANY AND ALL LOSS OR DAMAGE, AND/OR ANY CLAIM OR DEMANDS THEREFORE, ON ACCOUNT OF TAXES OWED OR INJURY TO THE PERSON (INCLUDING WRONGFUL DEATH) OR PROPERTY ARISING OUT OF OR RELATED TO USE, OWNERSHIP OR RECEIPT OF THE PRIZE AND/OR TRAVELING TO OR FROM ANY PRIZE-RELATED ACTIVITY, WHETHER CAUSED BY THE NEGLIGENCE OF A CONTEST ENTITY OR OTHERWISE.

10. DISPUTES: All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any Contest entrant and Sponsor, and/or Promoter, shall be governed by, and construed in accordance with the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules or provisions (whether of Utah, or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Utah. In any action brought to enforce the obligation or right of any party hereunder, they consent to personal jurisdiction and venue in any court of appropriate jurisdiction in Chicago, Cook County, Illinois, USA. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. If any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

11. PRIVACY STATEMENT/DATA COLLECTION & USE/RELEASE. The information submitted by all entrants will be available to Mizkan. For more information on how this information may be used by the Company, please read its Privacy Policy, which can be found at **TBD**. In addition, by entering this Contest, you agree that Mizkan may use the information you provide to contact you from time to time regarding special offers and promotions it thinks may be of interest to you and for other marketing and business purposes. By entering the Contest, entrant agrees to the use by Mizkan and its designees of his/her name, city and state of residence, and photograph/likeness/voice for advertising, promotional and other purposes, worldwide and in perpetuity, in any and all forms of media, now known or hereafter devised (including and without limitation, the Internet) without additional compensation or permission, except where prohibited by law.

12. OFFICIAL RULES AND SWEEPSTAKES RESULTS: To request a copy of the Official Rules or the names of the winners, send a self-addressed, stamped envelope to: Forward Influence, P.O. Box 1845, Draper, UT 84020. Requests for copies of the Official Rules must be received by January 31, 2020 and

requests for identification of the Winners must be received by February 2, 2020. In addition, the Winners' names will be made available no later than February 2, 2020 at 11:59 p.m. EST.