Kikkoman Asian Cool / Grand Prize Drawing Official Rules

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

FOR PERSONS WHO ENTER THE GRAND PRIZE DRAWING THROUGH THIS CREATIVE PRESENTATION, THESE RULES GOVERN ALL ASPECTS OF PARTICIPATION AND PRIZE AWARD.

1. Introduction. Kikkoman Asian Cool ("Instant Win Game") is sponsored by Kikkoman Sales USA, Inc., Consumer Services, 50 California St., Ste #3600, San Francisco, California 94111. The Grand Prize Drawing is sponsored by HelloWorld, Inc., One ePrize Drive, Pleasant Ridge, MI 48069 U.S.A. ("HelloWorld"). Kikkoman Sales USA, Inc. and HelloWorld are sometimes collectively referred to as "Sponsors". The Grand Prize Drawing is offered in conjunction with multiple companies ("Promoters") through different Web sites ("Creative Presentations"), announcing many different prizes. One such Promoter is Kikkoman Sales USA, Inc. One (1) winner will be selected in a random drawing from among all eligible entries received through all Creative Presentations. The prize for which an entrant is eligible depends on the Creative Presentation through which the entrant entered the Grand Prize Drawing. The Instant Win Game and the Grand Prize Drawing are referred to collectively as the "Promotion".

ONLY ONE (1) GRAND PRIZE ACROSS ALL CREATIVE PRESENTATIONS WILL BE AWARDED.

- **2. Timing.** The Promotion begins June 21, 2015 at 12:00 a.m. Eastern Time ("ET") and ends November 27, 2015 at 11:59 p.m. ET ("Promotion Period"). HelloWorld's computer is the official time keeping device for this Promotion. Various Creative Presentations may be added to the Grand Prize Drawing throughout the Promotion Period.
- **3. Eligibility.** The Promotion is open only to legal residents of the fifty (50) United States (and D.C.) and Canada (excluding Quebec) who are at least eighteen (18) years of age at the time of entry. Void in Quebec and where prohibited. Employees, officers and directors of Sponsors and Promoters (including Kikkoman Sales USA, Inc.), any prize contributors, their respective related companies, franchisees and agents, as well as the immediate family (defined as parents, spouse, children, siblings and grandparents) and household members of each such employee, officer and director are not eligible to enter. All federal, state, provincial, territorial, municipal, and local laws and regulations apply. By participating, entrant agrees to abide by these Official Rules and the decisions of Sponsors, which are final and binding in all respects.
- **4. How to Enter.** The entry process for both the Instant Win Game and the Grand Prize Drawing are combined. During the Promotion Period, visit http://kikkoman.promo.eprize.com/asiancool (the "Website") and follow the links and instructions to complete and submit the registration form, including a valid home address. P.O. Boxes are not permitted. You will automatically receive one (1) Grand Prize Drawing entry, advance to the Instant Win Game page and receive one (1) Instant Win Game play for that day. The Instant Win Game results will be displayed instantly. Entrants will be notified immediately if they are potential winners of the Instant Win Game and provided directions for validation. All potential winners are subject to verification before any prize will be awarded. HelloWorld is responsible for the functionality of the Instant Win Game.

<u>Limit</u>: Each entrant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant's plays/entries and that entrant may be disqualified. Use of any automated program to enter will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event

of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant. Each potential winner may be required to show proof of being the authorized account holder. 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. If prompted to provide personal data of a friend, including email address, you must have consent of your friend to do so.

You may enter the Grand Prize Drawing through as many Creative Presentations as you like.

Bonus Entries: You may earn bonus Grand Prize Drawing entries as outlined below.

- a. Tell A Friend Program: After you enter the Promotion, you will be invited to submit the names and email addresses of up to three (3) friends who must be eligible to enter the Promotion. Each person that you refer will receive an email notifying him or her about the Promotion. For each referral of a friend with a valid email address, you will be given one (1) additional Grand Prize Drawing entry up to a total of three (3) additional entries per day during the Promotion Period. You may only refer persons with whom you have an existing relationship. FOR CANADIAN REFERRALS - You may only provide the names and email addresses of Canadian residents if you have a family or personal relationship with them. By providing their names and email addresses, you are confirming that you have such a family or personal relationship (or you are confirming that you are not providing any Canadian residents' names and email addresses). A "family relationship" means that you are related to the other individual through a marriage, a common law partnership, or any legal parent-child relationship and have engaged in direct, voluntary, two-way communication with that individual. A "personal relationship" means that you engage or have engaged in direct, voluntary, two-way communications with the other individual and it would be reasonable to conclude you have a personal relationship, taking into consideration any relevant factors such as the sharing of interests, experiences, opinions and information evidenced in the communications, the frequency of communication, the length of time since you have communicated or whether you have met in person. If you do not have such family or personal relationship with each Canadian resident, you may be found in violation of Canadian law and subject to fines and penalties.
- **b. Visit KikkomanUSA.com:** After you enter the Promotion, click on the link via the Website to visit www.kikkomanUSA.com and you will automatically receive one (1) Grand Prize Drawing entry. Limit: Each entrant may receive one (1) additional Grand Prize Drawing entry per day for clicking on the link to visit www.kikkomanUSA.com.
- **c. Watch the Grilling Videos:** After you enter the Promotion, click where indicated to watch one (1) grilling video and you will automatically receive one (1) Grand Prize Drawing entry. Limit: Each entrant may receive one (1) additional Grand Prize Drawing entry per day per video, up to two (2) additional entries per day.
- **d. Print the Recipes:** After you enter the Promotion, follow the directions to click on the "Print Recipe" button for each recipe posted and you will automatically receive one (1) Grand Prize Drawing entry for each button you click on. Limit: Each entrant may click on each recipe one (1) time and receive one (1) additional Grand Prize Drawing entry during the Promotion Period for clicking on each recipe.

- 5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSORS, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE PROMOTION SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND THE POTENTIAL WINNING PLAY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSORS WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF THEIR VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY, IS VOID AND WILL NOT BE HONORED.
- 6. Instant Win Game and Drawing. Receiving a prize is contingent upon compliance with these Official Rules. Grand Prize Drawing: Sponsor will randomly select one (1) Promoter's Creative Presentation from among all Creative Presentations and Sponsor will then select one (1) potential Grand Prize winner from among all eligible entries received through the selected Creative Presentation, on or about January 29, 2016. The potential Grand Prize winner will be notified after the date of the random drawing. Except where prohibited, the potential Grand Prize winner (or parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return a Declaration of Compliance, Liability and Publicity Release which must be received by Administrator, within seven (7) days of the date notice or attempted notice is sent, in order to claim the prize. If the potential winner is Canadian, he/she will also be required to correctly answer a time-limited skill-testing question in order to be eligible to receive the prize. If the potential winner cannot be contacted, fails to sign and return the Declaration of Compliance, Liability and Publicity Release or provide any other requested information within the required time period (if applicable), fails to correctly answer the skill-testing question (if applicable), or prize is returned as undelivered, potential winner forfeits the prize. Receiving a prize is contingent upon compliance with these Official Rules. In the event that the potential Grand Prize winner is disqualified for any reason, an alternate winner will be selected in a random drawing from among all eligible entries received for the selected Creative Presentation. Only three (3) alternate winners will be selected, after which the Grand Prize will remain un-awarded. The Grand Prize will be fulfilled approximately 8-10 weeks after winner verification. Instant Win Game: One thousand eight hundred eighty-one (1,881) random computergenerated winning times, one for each Instant Win Game prize listed below, will be generated during the Promotion Period. If you are the first person to play the Instant Win Game at or after one (1) of the randomly generated winning times, you will be a potential winner of the prize indicated. Each potential winner from Canada will be required to correctly answer a skill-testing question to be eligible to receive a prize. If a potential winner cannot be contacted, fails to correctly answer the skill-testing question (if applicable), or prize is returned as undeliverable, potential winner forfeits the prize. Unclaimed Instant Win Game Prizes will not be awarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

7. Prizes.

- **a. Grand Prize Drawing:** ONE (1) GRAND PRIZE: One (1) Grand Prize for the Grand Prize Drawing will be awarded. The exact prize for which an entrant is eligible depends on the Creative Presentation through which he/she entered. The Grand Prize for a potential winner who entered through this Promotion will be \$10,000. Approximate Retail Value ("ARV"): \$10,000 USD. The odds of this Creative Presentation being selected depend on the total number of Creative Presentations. If this Creative Presentation is selected, the odds of winning depend on the number of entries received through this Creative Presentation.
- b. Instant Win Game Prizes: FOUR HUNDRED (400) FIRST PRIZES: An Asian Cool Cookbook. ARV: \$24 USD. <u>EIGHTY (80) SECOND PRIZES</u>: A BBQ Apron. ARV: \$17 USD. <u>ONE HUNDRED EIGHTY (180) THIRD PRIZES</u>: A Black Apron. ARV: \$11 USD. <u>TWO HUNDRED TWENTY-FIVE (225) FOURTH PRIZES</u>: An Asian Cool Blanket. ARV: \$6.50 USD. <u>NINETY-SIX (96) FIFTH PRIZES</u>: A Kikkoman Duck. ARV: \$5 USD. <u>NINE HUNDRED (900) SIXTH PRIZES</u>: A Silicone Brush. ARV: \$1.60 USD. Odds of winning an Instant Win Game Prize depend on the number of prizes available divided by the number eligible Instant Win Game plays received during the Promotion Period. <u>Limit</u>: One (1) Instant Win Game prize per person. The Total ARV of Instant Win Game Prizes: \$16,322.50 USD.

<u>For all prizes</u>: Winners must comply with terms and conditions of gift cards and gift codes. Winners are solely responsible for all federal, state, and local taxes and other fees associated with prize receipt and use. No substitution, assignment or transfer of prizes permitted, except by Sponsors, who reserve the right to substitute a prize with another prize of greater or equal value if prize cannot be awarded as stated.

- **8. Publicity.** Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsors' use of winner's name, likeness, voice, opinions, hometown and state/province for promotional purposes in any media without further payment or consideration.
- **9. General Conditions.** Sponsors reserve the right to cancel or modify the Promotion if fraud, technical failures, human error or any other factor impairs the integrity of the Promotion, as determined by Sponsors in their sole discretion. In such event, Sponsors reserve the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsors reserve the right, in their sole discretion, to disqualify any individual they find to be tampering with the entry process or the operation of this or any other Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately damage Sponsors' or any Promoter's Web site or undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and, should such an attempt be made, Sponsors and Promoter reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsors' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
- **10. Release.** By receipt of any prize, each winner agrees to release and hold harmless Sponsors, Promoter, their respective related companies, franchisees, and each of their respective officers, directors, employees and agents from and against any claim or cause of action arising out of participation in the Promotion or receipt or use or misuse of any prize.
- 11. Limitations of Liability. Sponsors and Promoter, are not responsible for and entrant hereby releases Sponsors and Promoter from any claims arising from: (1) incorrect or inaccurate transcription of entry information or late, lost, stolen, illegible, incomplete, misdirected, or entries received through impermissible or illegitimate channels, all of which will be disqualified; (2) technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; (3) the unavailability or inaccessibility of any service; (4) unauthorized human intervention in any part of the entry process or the Promotion; (5) electronic or human error which may occur in the administration of the Promotion or the processing of entries; or (6) any injury or damage to persons or property, including but not limited to entrant's computer, which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or from downloading any material from Sponsors' or Promoter's Web site(s), regardless of whether the material was prepared by any Sponsor, Promoter, or a third party, and regardless of whether the material is connected to a Sponsor's or Promoter's Web site by a hypertext link. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Grand Prize Drawing or Instant Win Game play, 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.
- 12. Disputes. Entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion or any prizes 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; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant, Sponsors and Promoter in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan 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.

- **13. Data Collection.** Sponsors and Promoter collect personal information from you when you enter the Promotion. The information collected is subject to both the HelloWorld Privacy Policy http://www.helloworld.com/privacy-policy and the Promoter's Privacy Policy http://www.kikkomanusa.com/privacy.php.
- **14. Winner List:** Visit http://bit.ly/1BMKjwO for the Grand Prize Drawing winner. For a list of Kikkoman Asian Cool winners, visit http://bit.ly/1KHmBHn. The winner lists will be posted after winner confirmation is complete.
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