

## KIKKOMAN MONTHLY PHOTO CONTEST OFFICIAL RULES

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**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW OR RESTRICTED BY LAW.**

Contest may only be entered in or from the 50 United States and the District of Columbia and entries originating from any other jurisdiction are not eligible for entry. This Contest is governed exclusively by the laws of the United States. You are not authorized to participate in the Contest if you are not located within the 50 United States or District of Columbia.

**IMPORTANT NOTICE REGARDING DISPUTE RESOLUTION: BY PARTICIPATING IN THIS CONTEST AND/OR AGREEING TO THESE OFFICIAL RULES, YOU AND SPONSOR ARE AGREEING (WITH LIMITED EXCEPTIONS) TO RESOLVE ANY DISPUTE BETWEEN US THROUGH A DISPUTE RESOLUTION PROCEDURE DESCRIBED IN THE ARBITRATION SECTION 11 BELOW. FURTHER, YOU AND SPONSOR WAIVE THE RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION IN CONNECTION WITH SUCH DISPUTES. PLEASE REVIEW CAREFULLY THE ARBITRATION SECTION 11 BELOW TITLED “DISPUTE RESOLUTION – ARBITRATION AGREEMENT AND CLASS ACTION WAIVER” FOR DETAILS REGARDING THIS DISPUTE RESOLUTION PROCEDURE.**

**BY ENTERING THIS ARBITRATION AGREEMENT, YOU EXPRESSLY ACKNOWLEDGE THAT YOU HAVE READ AND UNDERSTAND ALL OF THE TERMS OF THIS ARBITRATION AGREEMENT AND HAVE TAKEN TIME TO CONSIDER THE CONSEQUENCES OF THIS IMPORTANT DECISION.**

**1.How to Enter.** To enter the *Kikkoman Monthly Photo Contest* (“Contest”), read the Official Rules, take a photo of where you saw Kikkoman “in the wild” (i.e., out in your daily life) (each a “Photo”) and upload the Photo to your Instagram account with the hashtags #KikkomanInTheWild and #KikkomanContest and tag @kikkomanusa in your post. There is no requirement to purchase a product to enter this Contest.

**Your post must include the Photo and the required hashtags #KikkomanInTheWild and #KikkomanContest and tag @kikkomanusa to be considered a valid entry.**

You must make sure the “Photos Are Private” option in the account settings on your Instagram account are set to “OFF”. You must have an Instagram app and account to enter this Contest. If you do not have the Instagram app, you may download it through the application store on your device. The Instagram app is free.

Individuals who do not follow all of the instructions, provide the required information, use the required hashtags, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified in Sponsor’s sole discretion. Contest entries must comply with the Submission Requirements set forth herein to be valid. As used herein, “Submission” (and/or “Submissions”) refers to all content you submit in connection with the Contest (including, but not limited to, the Photo, post, description, explanations, hashtags, tag names, etc.). Sponsor reserves the right to remove any Submission that does not adhere to these Official Rules and/or the Submission Requirements and disqualify such entrant, as determined in Sponsor’s sole discretion. All Submissions must be in compliance with the Instagram format requirements.

Submissions must be in English. By submitting a Submission into the Contest, you hereby warrant and represent that your Submission conforms to the Submission Requirements and Official Rules set forth herein.

Limit: One (1) Submission per person/account during each Contest Period (i.e., each Contest Month (as defined below)). Each Submission submitted by an entrant must be different than previous Submissions submitted by that entrant during previous Contest Periods and must reflect a different Photo than submitted by entrant during previous Contest Periods, as determined by Sponsor in its sole and absolute discretion. Duplicate Submissions by the same entrant during subsequent Contest Periods will be subject to disqualification. Non-winning Submissions will

not carry over to subsequent Contest Periods but entrants can submit different Submissions during subsequent Contest Periods. Sponsor's computer is the official time keeping device for this Contest. Non-winning Submissions will not carry over to another monthly Contest Period.

All terms and conditions of Instagram.com apply. Any attempt to submit more than the maximum number of Submissions using multiple/different Instagram accounts, identities or any other methods may void that entrant's Submission(s) and corresponding prizes (if any). Automated entries are prohibited, and any use of automated devices will cause disqualification. No other forms of entry are valid other than as set forth above. All entry information becomes the property of the Sponsor. Multiple entrants are not permitted to share the same Instagram account. Should multiple users of the same Instagram account enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said account at the time of entry will be considered the entrant. "Authorized Account Holder" is defined as the natural person who is assigned an Instagram account by Instagram. Potential winner may be required to show proof of being the Authorized Account Holder.

**By entering, each entrant warrants and represents the following with respect to his/her Submission: (a) Submission is entrant's own creation; and (b) the Submission will not infringe on any rights of any third parties.**

Providing a Submission constitutes entrant's consent to grant Sponsor a royalty-free, irrevocable, perpetual, exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submissions in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all Internet media, including Sponsor's websites and properties (e.g., KikkomanUSA.com) and on social networking sites (i.e., Facebook, YouTube, X (formerly Twitter), Instagram, TikTok etc.), for any legal purpose whatsoever. **PLEASE NOTE THAT BY SUBMITTING A SUBMISSION, YOU GRANT SPONSOR THE RIGHT TO POST THE SUBMISSION ON SPONSOR'S WEBSITES AND SOCIAL MEDIA SITES FOREVER WITHOUT ANY ADDITIONAL PERMISSION OR COMPENSATION.**

All entrants must have a valid email address. No automated entry devices and/or programs permitted. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries, which will be disqualified, or

for problems of any kind whether mechanical, human or electronic. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2.Start/End Dates.** The Contest begins on the 1<sup>st</sup> day of each month at 12:00:00 am Eastern Time (“ET”) (except for the month of September 2025 which begins on the 17<sup>th</sup> day of the month) and ends on the last day of each month at 11:59:59 pm ET (each month of the Contest will be a separate “Contest Month” and each a separate “Contest Period”), until terminated by Sponsor in its sole discretion. All Submissions must be received before the monthly Contest Period end time/date to be valid for that Contest Period.

**3.Eligibility.** Participation open only to those who are 18 years of age or older as of date of entry and are legal residents of the fifty (50) United States or the District of Columbia. Void where prohibited, taxed or restricted by law. Employees, officers and directors of Kikkoman Sales USA, Inc. (“Sponsor”) and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. You are not authorized to participate in the Contest if you are not located within the 50 United States or the District of Columbia at time of entry. All federal, state and local laws and regulations apply.

**4. Submission Requirements.** By entering, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Submission Requirements”) and that Sponsor, in its sole discretion, may remove any Submission and disqualify an entrant from the Contest if it believes, in its sole discretion, that the entrant’s Submission fails to conform to the Submission Requirements.

**Submission Guidelines:**

- The Submission must contain a Photo of Kikkoman “in the wild” (i.e., out in your daily life).
- The Submission must be in English.

**Content Restrictions:**

- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not in any way disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libelous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age;
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or of any jurisdiction where Submission is created;
- The Submission cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- The Submission must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Contest.

Each entrant acknowledges that other entrants may have used ideas and/or concepts in their Submission that may be similar in idea or concept to what is included in entrant's Submission. Each entrant understands and agrees that he/she shall not have any claim against any other entrant or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Contest, including, but not limited to, interpretation and application of these Official Rules. By entering the Contest, entrants fully and unconditionally agree to be bound by these rules, the interpretation of these rules by Sponsor and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

SUBMISSIONS POSTED TO SOCIAL MEDIA ARE NOT EDITED BY SPONSOR AND ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSOR IN ANY MANNER. Any waiver of any obligation hereunder by Sponsor does not constitute a general waiver of any obligation to entrants.

Sponsor reserves the right, in its reasonable discretion, during or upon completion of a Contest Period, to request that any entrant resubmit his or her Submission which fails to comply with the Contest entry requirements prior to any judging period.

By accepting a prize, the winner agrees that his/her Submission will be deemed a Work Made For Hire for Sponsor under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsor all of his/her right, title and interest in and to his/her Submission, including all but not limited to all copyright and trademark rights which he or she may have, in the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsor, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to their Submission. Sponsor reserves the right to alter, change or modify a winning Submission, in its sole discretion. Upon request of Sponsor, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsor, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Submission and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsor fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsor’s rights and Sponsor may at a later time request the assignment.

**5. Judging/Judging Criteria.** On or before the 15<sup>th</sup> of the month following the end of each Contest Period, all eligible Submissions will be judged by a panel of judges that have the required knowledge and experience to apply the judging panel’s judging criteria (defined below). One (1) winner will be selected for each monthly Contest Period based upon the following equally-weighted criteria: (a) visual appeal and (b) originality. The individual whose Submission receives the highest total score will be the winner for that Contest Period, subject to verification. In the event of a tie, the highest score in the visual appeal category will determine winner. Sponsor’s decisions are final and binding in all aspects.

**6.Prize.** One (1) prize per Contest Period. Each prize consists of Kikkoman products and Kikkoman branded promotional goods. Approximate Retail Value (“ARV”) of each prize:

\$50.00. ARV is as of date of printing of these Official Rules. The difference between any stated value and actual value will not be awarded to winner.

Prize is non-transferable. No substitutions or cash redemptions. In the case of unavailability of a prize, Sponsor reserves the right to substitute a prize of equal or greater value. All unspecified expenses are the responsibility of winner.

**7.Notification.** Each potential Contest Period winner will be notified via a comment on Instagram on or before the 16<sup>th</sup> of the month following the end of the Contest Period in which potential winner was selected. Potential winner may be required to sign and return, where legal, an Affidavit or Declaration of Eligibility, Liability/Publicity Release and/or rights transfer document (including transfer/assignment of rights in the Submission to Sponsor) within the time frame designated by Sponsor. If any potential winner cannot be contacted within seven (7) calendar days of first notification attempt, if any prize or prize notification is returned as undeliverable, or any potential winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such winner's prize will be forfeited and may be awarded to the Submission with the next highest score for that Contest Period. Upon forfeiture, no compensation will be given.

**8.Conditions.** Submissions may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Any and all federal, state and local taxes are the sole responsibility of the winners. Participation in Contest and /or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Submission and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, entrants and winners agree to release, indemnify and hold harmless Sponsor, Ketchum Inc., and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of prize or participation in any Contest-related activity and for any claims based on publicity rights,

defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Entrants further agree that in any cause of action, Sponsor's liability will be limited to the value of the prize and in no event shall the Sponsor be liable for attorneys' fees. Entrants who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest cannot take place or if any prize cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, weather, epidemics, pandemics or acts of terrorism.

**9.Additional Terms.** Any attempted form of entry other than as set forth above is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Contest, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Contest should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics, pandemics, or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In such case, Sponsor will select the Contest Period winner from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or any web site or app associated with this Contest. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**10. Limitation of Liability; Disclaimer of Warranties.** IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF OR IN CONNECTION WITH YOUR PARTICIPATION IN THE CONTEST OR YOUR ACCESS TO AND USE OF ANY WEBSITES OR APPS ASSOCIATED WITH THE CONTEST OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES OR APPS ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT ANY GUARANTEE OR WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

#### **11. Dispute Resolution – Arbitration Agreement and Class Action Waiver**

**PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR LEGAL RIGHTS.**

This section (the "**Arbitration Agreement**") provides for the resolution of most claims, disputes, or controversies that arise between you and Sponsor. This section also includes a jury trial waiver, governing law and venue provisions, and a waiver of any and all rights to proceed in a class, collective, consolidated, private attorney general, or representative action in arbitration or litigation to the fullest extent permitted by applicable law.

In the event we are unable to resolve any dispute through an informal process as outlined below, you and Sponsor agree that, except as provided below, any dispute, claim, or controversy arising

out of or relating in any way to the Contest or these Official Rules (a “Dispute”) will be determined by binding arbitration or small claims court, instead of in courts of general jurisdiction, and any such Disputes will be resolved on an individual basis rather than as a class action.

The term “Dispute” is to be given the broadest possible meaning that will be enforced, and shall include any dispute, claim, demand, count, cause of action, or controversy between you and Sponsor, whether based in contract, statute, regulation, ordinance, tort (including, but not limited to, fraud, misrepresentation, fraudulent inducement, negligence, or any other intentional tort), or any other legal or equitable theory. The term “Dispute” specifically includes, but is not limited to, any disputes, actions, claims, or controversies between you and Sponsor that arise from or in any way relate to or concern the Contest, and any disputes relating to telephonic, text message, or any other communications either of us received from the other.

The rules and procedures governing resolution of any Disputes are as follows:

A. Informal Resolution Process

You and Sponsor agree that good-faith, informal efforts to resolve disputes often can result in a prompt, cost-effective, and mutually beneficial outcome. Therefore, if either you or Sponsor wants to bring or resolve a Dispute, you or Sponsor must follow the below mandatory informal dispute resolution process as a precondition to the ability to file an arbitration demand or lawsuit:

a. Notice

You and Sponsor agree that before either you or Sponsor commence arbitration or file a claim in small claims court against the other, you or Sponsor must first send to the other a written Notice of Dispute (“Notice”) that sets forth the name, address, and contact information of the party giving notice, the specific facts giving rise to the Dispute, the nature and basis of the Dispute; and set forth the specific relief sought, including damages, if any. The Notice also must contain your email address and (if different) the email address associated with your Sponsor account (if you have an account with Sponsor).

You and Sponsor must include in any Notice to each other a personally signed statement (not by counsel) verifying the accuracy of the contents of the Notice, and if you are represented by counsel, your signed statement authorizing Sponsor to disclose your Sponsor account details to your attorney while seeking to resolve your claim. You and Sponsor must each individualize any such Notice, meaning it can concern only the Dispute involving you and no other person’s Dispute.

You must send any Notice to Sponsor by email to **kikkomansocial@ketchum.com** or by mail to: Kikkoman Sales USA, Inc., 50 California St., Suite #600, San Francisco, CA 94111. If Sponsor sends a Notice, it will send it to the email address used for your Sponsor account (if you have an account with Sponsor) and you consent to receive any such Notice as part of these

dispute resolution terms. If you do not have a Sponsor account, Sponsor may send the Notice by mail to any address where you reside or have the Notice personally delivered to you. In the case of a Dispute initiated by you or Sponsor, it is the sender's responsibility to prove that the sender provided the Notice in the manner that is required in this paragraph.

b. Good Faith Effort to Informally Resolve Dispute

After receipt of a valid Notice, the parties shall engage in a good faith effort to resolve the Dispute for a period of 60 days (which can be extended by agreement). You and Sponsor agree that, after receipt of the valid Notice, we will personally meet, via telephone or videoconference, in a good-faith effort to confer with each other and try to resolve informally any Dispute covered by this Arbitration Agreement. If you are represented by counsel, your counsel may participate in the conference as well, but you agree to also fully participate in the conference. Likewise, if Sponsor is represented by counsel, its counsel may participate in the conference as well, but Sponsor agrees to have a representative also fully participate in the conference. You and Sponsor agree that the parties (and counsel, if represented) shall work cooperatively to schedule the conference at the earliest mutually convenient time and to seek to reach a resolution.

If you and Sponsor do not reach an agreement to resolve the issues identified in the Notice within 60 days after a valid Notice is received (or a longer time if agreed to by the parties), you or Sponsor may commence a proceeding as provided in the remainder of this Section 11.

The statute of limitations and any filing deadlines shall be tolled while the parties engage in the informal dispute resolution process required by this paragraph.

B. Binding Arbitration

If you and Sponsor do not resolve the Dispute within 60 days of the submission of the Notice in accordance with the procedures in this Section 11, you and Sponsor, including its affiliates, agents, employees, predecessors in interest, successors, and assigns, agree that any Dispute between you and Sponsor, regarding any aspect of your relationship with Sponsor, will be resolved in a binding, confidential, individual, and fair arbitration process, and not in court, subject to any exceptions provided herein. You agree that you may not commence any arbitration unless you and Sponsor are unable to resolve the Dispute within sixty (60) days after we receive your completed Notice and you have made a good faith effort to resolve your Dispute directly with Sponsor during that time.

Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, typically allows for more limited discovery than in court, and is subject to very limited review by courts. Arbitrators can award the same damages and relief that a court can award and nothing in this Section shall be interpreted as limiting any non-waivable statutory rights. You agree that, by agreeing to these Official Rules, the U.S.

Federal Arbitration Act (9 U.S.C. § 1 *et seq.*) governs the interpretation and enforcement of this provision, and that you and Sponsor are each waiving the right to a trial by jury or to participate in a class action. This Arbitration Agreement shall survive termination of this Arbitration Agreement and the termination of this Contest.

a. Governing Body

The parties agree that any and all Disputes, including the performance, breach, termination, interpretation, existence, or validity thereof and the scope, applicability, or enforceability of this Arbitration Agreement, including but not limited to the arbitrability of any and all Disputes, shall be finally resolved by binding arbitration administered by the American Arbitration Association ("AAA"). The arbitrator, and not any federal, state, or local court or agency, shall have the exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this Arbitration Agreement, except with respect to the Class Action Waiver provisions described below.

You may download or copy a form of notice and a form to initiate arbitration at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. The arbitration will be conducted by the AAA before a single AAA arbitrator under the AAA's rules, which are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879, except as modified by this Arbitration Agreement.

If AAA is unavailable, unwilling, or otherwise unable to administer an arbitration in accordance with this Arbitration Agreement, then the parties agree that JAMS or any other mutually agreeable arbitration administration service may administer the arbitration. If any administration service other than AAA administers the arbitration, this Arbitration Agreement shall apply except to the extent the administrator finds such provision(s) fundamentally inconsistent with the administration's applicable rules, in which case the administration's rules shall apply.

b. Applicable Rules

The arbitration will be governed by the Consumer Arbitration Rules of the AAA, including their Mass Arbitration Supplementary Rules and Mass Arbitration and Mediation Fee Schedule, as applicable (the "AAA Rules"), as modified by this Arbitration Agreement, and the arbitrator will be bound by the AAA Rules and the terms of this Arbitration Agreement. The AAA Rules are available online at [www.adr.org/consumer](http://www.adr.org/consumer).

c. Mass Arbitration

If your Notice involves claims similar to those of at least 25 other customers, and if you and those other customers are represented by the same lawyers, or by lawyers who are coordinating with each other, or if Sponsor asserts 25 or more similar demands for arbitration or counterclaims against similarly-situated parties, within a period of 60 days or otherwise close in proximity, you and Sponsor agree that these

claims will be related (“Related Cases”), shall be considered a “Mass Arbitration”, and that the AAA Mass Arbitration Supplementary Rules shall apply. If the parties disagree as to whether a series of filings fits within the definition of Mass Arbitration, AAA shall resolve such disagreement.

d. Form of Arbitration

Subject to the AAA Rules, if the Dispute concerns claims that, in the aggregate, are for US\$25,000 or less, the arbitration will be conducted by the submission of documents, but the parties shall have the right to request a hearing. If you or Sponsor request a hearing or the arbitrator decides a hearing is necessary, unless Sponsor and you agree otherwise, any such arbitration hearing will be held remotely via Zoom or other similar video-conference platform so that you may participate from the county (or parish) of your residence, or any other place of your choosing. If the arbitrator decides that an in-person hearing is necessary, the arbitration shall take place in the city or state where you reside, unless you and Sponsor agree otherwise, in which case the arbitration shall take place at another mutually agreed upon location. If the Dispute concerns claims that, in the aggregate, exceed US\$25,000, the right to a hearing will be determined by the AAA Rules, but any such hearing will be conducted consistent with this section concerning the form and location of such arbitration.

The arbitrator's award shall be final and binding on all parties, except (1) for judicial review expressly permitted by law or (2) if the arbitrator's award includes an award of injunctive relief against a party, in which case that party shall have the right to seek judicial review of the injunctive relief in a court of competent jurisdiction that shall not be bound by the arbitrator's application or conclusions of law.

The arbitrator will be either (1) a retired judge or (2) an attorney specifically licensed to practice law in the state of California or the state of your residence and will be selected by the parties from the AAA's National Roster of Arbitrators. The arbitrator will be selected using the following procedure: (a) the AAA will send the parties a list of five candidates meeting this criteria; (b) if the parties cannot agree on an arbitrator from the list, each party shall return its list to the AAA within 10 days, striking up to two candidates, and ranking the remaining candidates in order of preference; (c) the AAA shall appoint as arbitrator the candidate with the highest aggregate ranking; and (d) if for any reason the appointment cannot be made according to this procedure, the AAA may exercise its discretion in appointing the arbitrator.

You and Sponsor agree that an administrative conference with the AAA shall be conducted in each arbitration proceeding, and you and a Sponsor representative shall appear at the administrative conference via telephone or video conference. If you fail to appear at the administrative conference, regardless of whether your counsel attends, the AAA will administratively close the arbitration proceeding without prejudice, unless you show good cause as to why you were not able to attend the conference.

e. Fees

Payment of all filing, administration and arbitrator fees will be governed by the AAA Rules. You are required to pay AAA's initial filing fee, but if your claim is for less than US\$25,000, Sponsor will reimburse you for this filing fee at the conclusion of the arbitration, unless the arbitrator finds that either the substance of the Dispute or the relief sought was filed for purposes of harassment or is patently frivolous, then the payment of all fees will be governed by the AAA Rules and Sponsor will not reimburse your initial filing fee; if your claim is for greater than US\$25,000, you will be responsible for filing fees.

Sponsor agrees to pay all expenses and fees of the arbitrator, including required travel and other expenses, and any AAA expenses, as well as the costs relating to proof and witnesses produced at the direction of the arbitrator (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing).

The parties agree that the AAA has discretion to modify the amount or timing of any administrative or arbitration fees due under the AAA Rules where it deems appropriate, provided that such modification does not increase the AAA fees to you or Sponsor, and you and Sponsor waive any objection to such fee modification. The AAA has the discretion to relocate administration and arbitrator fees and expenses if required by applicable law or upon determination by the arbitrator that a claim was filed for purposes of harassment or is patently frivolous.

Except as otherwise expressly set forth herein, the payment of all filing, administration, and arbitrator fees will be governed by the AAA Rules.

f. Discovery

Subject to the AAA Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

g. Decision and Award

Regardless of the manner in which the arbitration is conducted, the arbitrator shall issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon both you and us. If the arbitrator issues you an award that is greater than the value of Sponsor's last written settlement offer made before an arbitrator was selected (or if Sponsor did not make a settlement offer before an arbitrator was selected), then Sponsor will pay you the amount of the award or US \$5,000, whichever is greater.

Under no circumstances will you be permitted to obtain an award for, and you hereby waive all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than your actual out-of-pocket expenses (i.e., amounts paid to Sponsor) and you further waive all right to have damages multiplied or increased.

The award shall be binding only among the parties and shall have no preclusive effect in any other arbitration or other proceeding involving a different party except as may be determined by the AAA in a Mass Arbitration. Sponsor will not seek to recover its attorneys' fees and costs in arbitration from you unless the arbitrator finds that either the substance of your claim or the relief sought was filed for purposes of harassment or is patently frivolous.

Judgment on any award may be entered in any court having jurisdiction. This Arbitration Agreement shall not preclude any party to the arbitration from at any time seeking injunctions or other forms of equitable relief in aid of arbitration from a court of appropriate jurisdiction including whether a demand for arbitration is filed in violation of this Arbitration Agreement.

The arbitrator shall determine all issues of liability on the merits of any Dispute asserted by you or Sponsor and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or Sponsor prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual Disputes in arbitration. Before a court of competent jurisdiction issues any public injunctive relief, it shall review the factual findings of the arbitration award on which any injunction would issue with no deference to the arbitrator.

h. Intellectual Property Rights

You and Sponsor agree that either party may bring suit in court to seek to enjoin infringement or other misuse of intellectual property rights.

i. Survival of Arbitration Agreement

If any portion of this Arbitration Agreement is deemed invalid or unenforceable, it will not invalidate the remaining portions of the Arbitration Agreement.

C. Availability of Small Claims Court

Notwithstanding the binding arbitration requirement set forth in this Section, either you or Sponsor can seek to have a Dispute resolved in small claims court if all the requirements of the small claims court are satisfied. Either you or Sponsor may seek to have a Dispute resolved in small claims court in your county of residence or the small claims court in closest proximity to your residence, and you may also bring a claim in small claims court in San Francisco County, California. Any such Dispute filed in small claims court shall remain in such court and may advance only on an individual, non-class, non-representative basis.

If a Dispute qualifies for small claims court, but a party commences an arbitration proceeding, you and Sponsor agree that either party may elect instead to have the Dispute

resolved in small claims court, and upon written notice of a party's election, the AAA will administratively close the arbitration proceeding. Any dispute about whether a Dispute qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the Dispute should proceed in arbitration.

#### D. Class Action Waiver

You and Sponsor agree that any Dispute, whether brought in arbitration or small claims court as permitted by these terms, may be conducted **ON AN INDIVIDUAL BASIS ONLY, NOT AS A CLASS, COLLECTIVE, CONSOLIDATED, OR REPRESENTATIVE ACTION, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING**; as there shall be no right or authority for any Dispute to be brought, heard, or arbitrated as a class or collective action, by the terms of this Arbitration Agreement you are hereby waiving any and all such rights to the fullest extent permitted by applicable law ("Class Action Waiver").

Further, if you have elected arbitration, other than as provided in this Section concerning the application of Mass Arbitration Rules, the arbitration proceeding will not be consolidated with any other claims or matters or joined with any other cases or parties and the arbitrator may not preside over any form of a representative or class proceeding, unless both you and Sponsor agree otherwise. The arbitrator may award any remedy to which a party is entitled under applicable law, but remedies shall be limited to those that would be available to a party in their individual capacity and the arbitrator shall have no power to award class-wide relief. Regardless of anything else in this Arbitration Agreement and/or the applicable AAA rules, if Sponsor believes that any Dispute you have filed in arbitration or in small claims court is inconsistent with the limitations in this paragraph, then you agree that Sponsor may seek an order from a court determining whether your Dispute is within the scope of the Class Action Waiver. The interpretation, applicability, enforceability, or formation of the Class Action Waiver may only be determined by a court and not an arbitrator. This Class-Action Waiver will survive the termination of your relationship with Sponsor.

The Class Action Waiver herein shall not preclude the parties from agreeing to any form of settlement or settlement structure.

#### E. Jury Trial Waiver

**TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, BOTH YOU AND SPONSOR HEREBY WAIVE ANY CONSTITUTIONAL AND/OR STATUTORY RIGHT TO HAVE A TRIAL IN FRONT OF A JURY.**

You and Sponsor are instead mutually electing that all Disputes shall be resolved by arbitration under this Arbitration Agreement, except as specified herein. An arbitrator can award on an individual basis the same damages and relief as a court and must follow this Arbitration Agreement as a court would. However, there is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review. If for any reason a Dispute proceeds in court rather than in arbitration, you and Sponsor each waive any right to

a jury trial, unless such waiver is unenforceable. This means that any claim would be decided by a judge, not a jury.

#### F. Choice of Law

This Arbitration Agreement shall be governed by and construed and enforced in accordance with the laws of the State of California without regard to its rules on conflict of laws or any other rules that would result in the application of a different body of law. The federal or state laws that apply to this Arbitration Agreement will also apply during any arbitration and for any Dispute resolved in small claims court.

For any matters which are not subject to arbitration as set forth in this Arbitration Agreement, you and Sponsor irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of San Francisco in the State of California.

#### G. Time to File Dispute

You and Sponsor agree that any Dispute, regardless of form, must be filed within ONE (1) YEAR of the action, omission, event, or occurrence giving rise to the Dispute. After the expiration of the one-year period, such Dispute will be time-barred and prohibited, without regard to any longer period of time which may be provided by any period of limitation or pursuant to law or statute.

**12. Use of Data.** Sponsor may be collecting personal data about entrants online, in accordance with its privacy policy. All information submitted by entrants and collected by Sponsor in connection with the Contest will be subject to and will be treated in a manner consistent with the Sponsor's privacy policy. Please review the Sponsor's privacy policy at [Privacy Policy - Kikkoman Home Cooks](#). By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**13. Name of Winner.** To obtain the name of a prior month's Contest Period winner, send a self-addressed, stamped envelope to: Kikkoman Monthly Photo Contest – Winners' List; c/o Kikkoman Marketing Team, 50 California St # 600, San Francisco, CA 94111. You must include the name of the month for which you are requesting winner information. Requests for a winner's information are limited to winners that have won within the last six months upon the date that the request has been received.

**14. Sponsor.** Kikkoman Sales USA, Inc., 50 California Street, Suite 600, San Francisco, CA 94111.

**THIS PROMOTION IS IN NO WAY SPONSORED, ENDORSED OR ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM. YOU ARE PROVIDING YOUR INFORMATION TO SPONSOR AND NOT TO INSTAGRAM.**