

## Kikkoman's Arizona State Fair Grill Off

### Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.**

Contest may only be entered in or from the State of Arizona and entries originating from any other jurisdiction are not eligible for entry. You are not authorized to participate in the Contest if you are not located within the State of Arizona.

- 1. How to Enter.** To enter *Kikkoman's Arizona State Fair Grill Off* ("Contest"), read the Official Rules, complete the Kikkoman Contest Entry Form ("Entry Form") and send the Entry Form, which includes a recipe submission ("Recipe") for a sauce that must contain at least one (1) Kikkoman Teriyaki Marinade & Sauce and no more than eight (8) additional ingredients (for a total of nine (9) ingredients not including salt and pepper), by fax to (602) 257-7194 attn: Stephanie Anaya; or by email to Kikkoman at [kmagazine@kikkoman.com](mailto:kmagazine@kikkoman.com); or by mail to Arizona State Fair attn: Stephanie Anaya, 1826 W. McDowell Rd, Phoenix, AZ 85007. Mailed entries must be post-marked by September 30, 2014 and received by October 2, 2014. Your Recipe should focus on highlighting the flavor of the Kikkoman product ("Contest Theme"). The three (3) Finalists, as determined by the judging criteria defined below and as further set forth in these Official Rules, will be invited to participate in the Finals, which consists of a "grill-off" at the Arizona State Fair in Phoenix, Arizona on October 11, 2014. Sponsor is not responsible for potential Finalist's travel to or accommodations in Phoenix, Arizona, which shall be the responsibility of potential Finalists.

All entry information and Recipe, shall be collectively referred to herein as the "Submissions" or each as a "Submission." Submissions must comply with the Guidelines and Restrictions defined below. Sponsor reserves the right to cancel or modify this Contest in the event an insufficient number of entries are received that meet the minimum judging criteria. Limit one (1) Submission per person, regardless of method of entry.

**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 give Sponsor and the State Fair of Arizona 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 web sites and properties (e.g., Kikkoman.com) and on social networking sites (i.e., Facebook, YouTube, Twitter etc.), for any legal purpose whatsoever. **PLEASE NOTE THAT BY SUBMITTING A SUBMISSION, YOU GRANT SPONSOR AND THE STATE FAIR OF ARIZONA THE RIGHT TO POST THE SUBMISSION ON THEIR 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. All entries, including Submissions, become the sole and exclusive property of the Sponsor and the State Fair of Arizona and receipt of entries will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, postage-due, misdirected, technically corrupted or garbled entries, which will be disqualified, or for problems of any kind whether mechanical, human or electronic. Only fully completed entry forms are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**2. Start/End Dates.** Contest entry period begins on August 26, 2014 at 5:00:00 pm Mountain Time (“MT”) and ends October 2, 2014 at 11:59:59 pm MT (“Contest Entry Period”). The Finals are expected to take place at the Arizona State Fair in Phoenix, Arizona on October 11<sup>th</sup>, 2014 between approximately 3:00:00 pm MT and 7:00:00 pm MT.

**3. Eligibility.** Participation open only to amateur grillers, who are legal residents of the State of Arizona and are 18 or older as of date of entry. Contest is only open to amateur grillers. Anyone who is paid to produce grilled foods, provide catering services, or provide instructions in the culinary field is not eligible to enter the Contest. Void outside of the State of Arizona, and 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 Chef Helen 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 State of Arizona. All federal, state and local laws and regulations apply.

**4. Submission Guidelines and Content Restrictions:** By entering, each entrant agrees that his or her Submission conforms to the Submission Guidelines and Content Restrictions as defined below (collectively, the “Guidelines and Restrictions”) 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 Guidelines and Restrictions.

### **Submission Guidelines:**

- The Recipe must contain (1) Kikkoman Teriyaki Marinade & Sauce and no more than eight (8) additional ingredients (not including salt and pepper).
- 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 and the decisions of the judges, which will be final and binding in all matters relating to the Contest.

**5. Judging/Judging Criteria.** On or about October 3, 2014, all eligible Submissions will be judged by a panel of judges (including Chef Helen Roberts) that have the required knowledge and experience to apply the judging panel's judging criteria (defined below). All eligible Submissions will be judged by the judging panel based on the following equally-weighted judging criteria: (a) taste and (b) Kikkoman product usage. The three (3) Submissions with the highest overall total scores will be deemed the Kikkoman's Arizona State Fair Grill Off Finalists ("Finalists") (subject to confirmation). All potential Finalists will be invited to participate in the grill-off on October 11, 2014 at the Arizona State Fair in Phoenix, Arizona between 3:00 pm MT and 7:00 pm MT (the "Finals") (or at another date/time designated by Sponsor in its sole and absolute discretion). If a potential Finalist cannot participate in the Finals at the date and time designated by Sponsor, that Finalist's position in the Finals will be forfeited and awarded to the entrant whose Submission receives the next highest score.

**6. The Finals:** Three (3) Finalists will be required to participate in a grill-off during the Arizona State Fair in Phoenix Arizona on October 11, 2014 between 3:00 pm MT and 7:00 pm MT to determine the Grand Prize winner (or at another date and time designated by Sponsor in its sole and absolute discretion). Each Finalist will be required to participate in an ingredient check with Sponsor's representatives, including Chef Helen, at approximately 3:30 pm MT. Finalists will have until 5:00 pm MT (or other time designated by Sponsor in its sole discretion) to grill and

plate their respective dishes with their sauces (which must be based on their original Recipe) for Sponsor's judges.

The Finalists' submissions will be judged by a panel of judges (including Chef Helen Roberts) based on the following equally-weighted judging criteria: (a) taste, (b) Kikkoman product usage, and (c) presentation. The Finalist Submission with the highest overall total score will be deemed Kikkoman's Arizona State Fair Grill Off winner (subject to confirmation).

**INVITATION TO FINALS DOES NOT INCLUDE AIRFARE, GROUND TRANSPORTATION AND/OR HOTEL ACCOMMODATIONS. SPONSOR IS NOT RESPONSIBLE FOR TRANSPORTATION TO/FROM OR ACCOMMODATIONS IN PHOENIX. FINALISTS ARE RESPONSIBLE FOR OWN TRANSPORTATION/ACCOMMODATIONS IN AND TO PHOENIX.**

**7. Prizes.** One (1) Grand Prize winner will receive \$1,000 and a Weber Grill (ARV \$150). Approximate Retail Value ("ARV") of Grand Prize: \$1,150.

Second Place/Runner-up Prize winner will receive \$250 and a Weber Grill ("Runner-up Prize"). ARV of Runner-up Prize: \$400.

Third Place Prize winner will receive \$100 and a Weber Grill ("Third Place Prize"). ARV of Third Place Prize: \$250.

**NOTE: THE WEBER GRILL AWARDED TO GRAND PRIZE WINNER AND FINALISTS WILL BE THE SAME WEBER GRILL USED IN THE GRILL OFF. WINNERS ACKNOWLEDGE THAT THE GRILL IS NOT "NEW" AND THAT IT HAS BEEN USED AT TIME OF RECEIPT. IN NO EVENT WILL SPONSOR BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, ARISING OUT OF ANY USE, MISUSE, ACCEPTANCE OR POSSESSION OF PRIZES. WITHOUT LIMITING THE FOREGOING, THE PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.**

ARV of all prizes combined: \$1,800. Cash prizes will be awarded in the form of a check. Prizes are non-transferable. No substitutions or cash redemptions. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and expenses not specifically listed herein are the responsibility of winners. Limit one (1) prize per person.

**8. Notification.** Potential Finalists will be notified via email on or about October 3, 2014. Potential Winners will be notified in person at the end of the Finals. Potential Finalists/Winners 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 Finalist cannot be contacted within two (2) calendar days of first notification attempt, if any prize or Finalist/prize notification is returned as undeliverable, if any potential Finalist rejects his/her Finalist position, or any potential Winner rejects his/her prize or in the event of noncompliance with these Contest rules and requirements, such Finalist or Winner's position/prize will be forfeited and may be awarded to the Submission with the next highest score. Upon forfeiture, no compensation will be given.

**9. 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 and the State Fair of Arizona 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 and hold harmless Sponsor, Ketchum Inc., Chef Helen, the State Fair of Arizona, the Fair County, and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors, 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 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 or acts of terrorism.

**10. 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. Sponsor, its affiliates, partners and promotion and advertising agencies 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 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 winners 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 web site. 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 FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

**11. 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 YOUR ACCESS TO AND USE OF THE ANY WEBSITES ASSOCIATED WITH THE CONTEST OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT 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.

**12. Disputes; Governing Law.** The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Contest. Any controversy or claim arising out of or relating to these Official Rules and/or the Contest shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York, City of New York.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Contest, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the County of New

York in the State of New York. The parties agree not to raise the defense of forum non conveniens.

**13. Use of Data.** Sponsor may be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <http://www.kikkoman.com/privacypolicy/index.shtml>. 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.

**14. List of Winners.** To obtain a list of winners, send a self-addressed, stamped envelope by November 18, 2014 to: Arizona State Fair Grill Off Contest – Winners' List; c/o Emma Crnkovich, Ketchum Inc., 1050 Battery St. San Francisco, CA 94111.

**15. Sponsor.** Kikkoman Sales USA, Inc., 50 California Street, Suite 3600, San Francisco, CA 94111.