TONKOTSU RAMEN GIVEAWAY CAMPAIGN

THE TONKOTSU RAMEN GIVEAWAY CAMPAIGN (THE "CONTEST") IS INTENDED FOR LEGAL RESIDENTS OF CANADA ONLY, EXCLUDING THE PROVINCE OF QUEBEC, AND WILL BE INTERPRETED ACCORDING TO CANADIAN LAW.

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED OR RESTRICTED BY LAW OR REGULATION. PARTICIPATION IN THIS CONTEST CONSTITUTES FULL AND UNCONDITIONAL ACCEPTANCE OF, AND AGREEMENT TO BE LEGALLY BOUND BY, THESE CONTEST RULES (THE "CONTEST RULES")

SPONSOR

1. The contest is sponsored by Japan National Tourism Organization, Ikkousha Ramen Toronto (collectively, the "Sponsors").

ELIGIBILITY.

- 2. To be eligible for the Contest, the entrant must be a legal resident of Canada, excluding the province of Quebec, who at the time of entry, has reached the legal age of majority in his/her province or territory of residence, and have all the necessary travel documents required to travel to Japan..
- 3. The Sponsors, their respective affiliates, subsidiaries, related companies, advertising and promotional agencies, each of their directors and employees, and their immediate family members and/or those living in the same household are not eligible to participate in the Contest. For the purpose of the Contest Rules, "immediate family member" means spouse, including common law spouse, mother, father, brother, sister, son and daughter, regardless of where they reside.
- 4. The Sponsors shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. The Sponsors reserve the right, in their sole discretion, to disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.

CONTEST PERIOD.

5. The Contest begins at 12:00 a.m. Eastern Time ("ET") on **Wednesday, September 1, 2021** and ends at 11:59 p.m. ET on **Tuesday, September 7, 2021** (the "Contest Period"). The sole determinant of the time for the purposes of a valid entry in this Contest will be the Contest server machine (s).

HOW TO ENTER AND ENTRY LIMITATION.

- 6. NO PURCHASE NECESSARY. To enter the Contest, at any time during the Contest Period, entrants must follow the campaign rules available at the Japan National Tourism Organization website which can be found at https://www.japan.travel/en/ca/ (the "Contest Website").
- 7. (Deleted)
- 8. No communication or correspondence will be exchanged with entrants except with those selected for a Prize.
- 9. Entries shall be deemed to be submitted by the authorized account holder of the email address associated with the entry. For the purpose of these Contest Rules, "authorized account holder" of an e-mail address is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Selected entrants may be required to provide the Sponsors with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry.

PRIZE DESCRIPTION

- 10. There is one (1) prize available to be won consisting of Signature Tonkotsu Ramen with Premium Toppings for 2 persons.
- 11. The Prize has an approximate value of CDN\$38.00..

PRIZE REDEMPTION RESTRICTIONS AND CONDITIONS

- 12. To claim the Prize, the Winner must forward its original signed Release to Japan National Tourism Organization, 55 York Street, Suite 202, Toronto, ON M5J 1R7 (the "JNTO Office"). The releases must be received at the JNTO Office no later than **Tuesday**, **September 14**, **2021 at 5:00 PM**.
- 13. Confirmation of winning the Prize will be distributed to the winner within five (5) days after the winner has claimed his or her prize and will consist of a ticket from Japan National Tourism Organization addressed to the winner confirming the Prize. It will be the responsibility of the winner to communicate with Ikkousya Ramen Toronto to establish available dates. The winner agrees and acknowledges that JNTO will have no responsibility whatsoever with respect to the expiry of the ticket.
- 14. (Deleted)
- 15. (Deleted)

16. (Deleted)

- 17. The Winner and his/her companion will be responsible for all other costs and expenses including transportation, telephone calls, and any other expense not explicitly included in the Prize.
- 18. (Deleted)
- 19. The Prize must be accepted as awarded and cannot be transferred, assigned, substituted or redeemed for cash, except at the sole discretion of the Sponsors. The Sponsors reserve the right, in their sole discretion, to substitute a prize of equal or greater value if the Prize (or any portion thereof) cannot be awarded for any reason.
- 20. The Prize cannot be used in conjunction with any other promotion or offer and the different parts of the Prize may not be separated.

DRAW WINNER SELECTION AND ANNOUNCEMENT.

- 21. On **Wednesday, September 8, 2021** in Toronto, Ontario at 12 noon, ET (the "Draw Date"), one (1) eligible entrant will be selected by a random draw from all eligible entries received during the Contest Period. The odds of being selected are dependent upon the number of eligible entries received by the Sponsors during the Contest Period.
- 22. Before being declared the Winner, the selected entrant shall be required to correctly answer, without assistance of any kind, whether mechanical or otherwise, a time-limited mathematical skill-testing question to be administered during a pre-arranged telephone call or by e-mail, to comply with these Contest Rules and to sign and return the Release hereinafter described.
- 23. The selected entrant will be notified by Instagram message or e-mail no later than **Wednesday, September 8, 2021** at 5 p.m. ET and must respond by 5 p.m. ET, **Thursday, September 9, 2021**. If the selected entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive the Prize and another selected entrant may be selected in the Sponsors' sole discretion.
- 24. The Sponsors are not responsible for the failure for any reason whatsoever of a selected entrant to receive notification or for the Sponsors failure to receive a selected entrant's response.
- 25. The name of the Winner will be announced on the Contest Website soon after the Winner submits the signed Release.

RELEASE.

26. The winner will be required to execute a legal agreement and release ("Release") that confirms winner's (i) eligibility for the Contest and compliance with these Contest Rules; (ii) acceptance of the Prize as offered; (iii) release of each of the Sponsors and their respective parent companies, subsidiaries, affiliates, employees, directors, officers, suppliers, agents, sponsors and administrators (collectively, the "Releases") from any and all liability for any loss, harm, damages, cost or expense arising out of participation in this Contest, participation in any Contest-related activity or the acceptance, use, or misuse of the Prize, including but not limited to costs, injuries, losses related to personal injuries, death, damage to, loss or destruction of property, rights of publicity or privacy, defamation, or portrayal in a false light, or from any and all claims of third parties arising therefrom.

INDEMNIFICATION BY ENTRANT.

27. Every person who enters the Contest hereby releases and holds the Releasees harmless from any and all liability for any injuries, loss or damage of any kind to themselves, the Releasees or any other person, including personal injury, death, or property damage, resulting in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of any prize, participation in this Contest, any breach of these Contest Rules, or in any Prize-related activity and from any and all claims by third parties relating to the Contest, without limitation.

LIMITATION OF LIABILITY.

- 28. The Sponsors assume no responsibility or liability for lost, late, misdirected or incomplete entries, notifications, responses, replies, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry.
- 29. The Sponsors are not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest.
- 30. The Sponsors assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.
- 31. The Sponsors are not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account

- of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing or otherwise.
- 32. The Sponsors are not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Each entrant in the Contest assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize.
- 33. The Sponsors assume no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of the Sponsors, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest, the Contest Website.

CONDUCT.

- 34. By participating in the Contest, each entrant agrees to be bound by the Contest Rules, which will be posted at the Contest Website throughout the Contest Period.
- 35. The Sponsors reserve the right, in their sole discretion, to disqualify any Contest entrant found to be: (a) violating the Contest Rules; (b) tampering or attempting to tamper with the entry process or the operation of the Contest, the Contest Website; (c) violating the terms of service, conditions or use and/or general rules or guidelines of the Contest website; and/or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by an entrant or any other individual to deliberately damage the contest website, or any related website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws. Should any such attempt be made, the Sponsors reserve the right to seek remedies and damages to the fullest extent permitted by law, including but not limited to criminal prosecution.

PRIVACY / USE OF PERSONAL INFORMATION.

36. By participating in the Contest, every entrant: (a) consents to the collection, storage, use and disclosure of his or her name, mailing address, telephone number, and email address ("Personal Information") for the purpose of administering the Contest by the Sponsors, including but not limited to contacting and announcing the winner; (b) consents to the use of his/her name for publicity and promotional purposes relating to the Contest in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (c) acknowledges that the Sponsors may disclose his or her Personal Information to third-party agents and service providers of any of the Sponsors only in connection with any of the activities listed in (a) and (b) above.

37. The Sponsors will use the entrant's Personal Information only for the purposes set out in the above paragraph, and protect the entrant's Personal Information in a manner that is consistent with federal and provincial laws. No marketing communications will be received by entrants unless entrants provide the Sponsors with explicit permission to do so.

INTELLECTUAL PROPERTY.

38. All intellectual property, including but not limited to trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by the Sponsors and/or their affiliates. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.

TERMINATION.

39. The Sponsors reserve the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

LAW.

40. This Contest is subject to applicable federal and provincial laws and regulations. The Contest Rules are subject to change without notice in order to comply with any applicable federal and provincial laws or the policy of any other entity having jurisdiction over the Sponsors. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between any entrant in the Contest and the Sponsors in connection with the Contest shall be governed by and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

LANGUAGE DISCREPANCY.

41. In the event of any discrepancy or inconsistency between the terms and conditions of the Contest Rules and disclosures or other statements contained in any Contest-related materials, including but not limited to the Contest entry form, or point of sale, television, print or online advertising, the terms and conditions of the Contest Rules shall prevail, govern and control.