

## **MORI-NU SHOW US YOUR PANTRIES! OFFICIAL SWEEPSTAKES RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED.**

**This Sweepstakes is governed exclusively by the laws of the United States. You are not authorized to participate in the Sweepstakes if you are not located within the contiguous United States and the District of Columbia (excluding AK, HI, and Puerto Rico). This Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram. Entrant is providing information to Sponsor and not to Instagram.**

- 1. DATES OF SWEEPSTAKES.** Sweepstakes begins at 12:00:01 am Pacific Time ("PT") on September 4, 2024, and ends at 11:59:59 pm PT on October 15, 2024 (the "Sweepstakes Period").
- 2. SPONSOR.** Morinaga Nutritional Foods, Inc., 3838 Del Amo Blvd., Suite #201, Torrance, CA 90503, e-mail: Cs3@morinu.com, tel: (310) 787-0200 (the "Sponsor").
- 3. ELIGIBILITY.** Entrant must be a legal U.S. resident physically residing in the contiguous United States and the District of Columbia (excluding AK, HI, and Puerto Rico) who is at least eighteen (18) years of age or the age of majority in their state of primary residence (19 in Alabama and Nebraska, and 21 in Mississippi) (the "Entrant"). Entrant must be a registered user of Instagram for entry (the "Social Media Platform"). Registration on the Social Media Platform is free as of publication of these Official Rules and can be obtained at [www.instagram.com](http://www.instagram.com). Entrant must be the rightful owner (or have authorized use) of the social media account used for entry. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the individual natural person in whose name the email account associated with the social media account was opened, as long as such person is otherwise eligible in accordance with these Official Rules.

Void outside of the contiguous United States and the District of Columbia and where prohibited, taxed, or restricted by law. Officers, directors, managers, and employees of Morinaga Nutritional Foods, Inc. (the "Sponsor"), and each of its respective parents, subsidiaries, affiliates, and related companies and their respective advertising and promotion agencies, consultants, and agents, as well as immediate family members and/or those living in the same household of each such person, and any others engaged in the development, production, execution or distribution of this Sweepstakes, including Dent Agency (the "Independent Administrator") (collectively the "Sweepstakes Entities") are not eligible to participate. "Immediate family member" shall be deemed to mean husband, wife, children, mother, father, sister, sister-in-law, brother, or brother-in-law. Sweepstakes may only be entered in or from the contiguous United States and the District of Columbia (excluding AK, HI, and

Puerto Rico), and entries originating from any other jurisdiction are not eligible for entry. All federal, state, and local laws and regulations apply.

- 4. HOW TO ENTER.** During the Sweepstakes Period, eligible Entrants should post a Photo ("Photo" shall be defined to include a video) to their Instagram grid or feed in accordance with the requirements herein. The Photo shall be referred to as the "Submission." By posting a Submission, the Entrant represents and warrants that they are the rightful owner of the Submission and have all the necessary rights to use the Submission for the Sweepstakes.

Entrant must have a non-private Instagram account. The "Private Account" option in the Entrant's Instagram account settings must be set to OFF and must remain OFF for the entire Sweepstakes Period for a Submission to be eligible. During the Sweepstakes Period, the Entrant must log into his or her Instagram account and create a public post featuring the Entrant's Submission. The Submission must mention @morinutofu, and hashtag #ShelfStableTofu and #sweepstakes in the caption to be valid. Reels and posts to Instagram Stories are ineligible. If the Submission was previously posted to Instagram, it must be reposted during the Sweepstakes Period.

If the Photo also includes a Mori-Nu Tofu box plainly visible to the naked eye without enhancement or "zooming in," the Entrant will receive two (2) additional entries for a total of three (3) entries.

**The Submission must:**

- Include both required hashtags #ShelfStableTofu and #sweepstakes.
- Tag @morinutofu
- Be in English.
- Comply with the technical specifications of Instagram.
- Be wholly original to Entrant; the Entrant must be the rightful owner and have the rights, title, and interest necessary to utilize the Submission for the Sweepstakes in compliance with these Official Rules.
- Comply with the Terms of Use for Instagram.

**The Submission must NOT:**

- Include personally identifiable information or any individuals other than the Entrant, unless such other individuals have provided the Entrant their express written permission to appear in the Submission, proof of which may be requested. If any minors appear in the Submission, the Entrant must have the express written permission of the minor's parent or legal guardian.
- Show or promote unlawful activities or any activities that may appear unsafe or dangerous.
- Contain any lewd content; obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, violent, or derogatory of any ethnic, racial, gender, religious, professional, or age group or that otherwise

contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.

- Contain commercial content or prominently display brand names or logos, except those relating to Sponsor and otherwise used in accordance with these Official Rules.
- Contain any derogatory references to any Sweepstakes Entities or third parties.
- Involve or include the services of any individual who is represented under contract (e.g., by a talent agent or manager) that would limit or impair Sponsor's ability to display the Submission in any media form; 2) have an acting or modeling contract that would make their appearance in the Submission a violation of any third party rights; or 3) are under any other contractual relationship, including but not limited to guild and/or union memberships, that may prohibit them from participating fully in this Sweepstakes, or from allowing Sponsor to use royalty-free, the Submission worldwide in all media in perpetuity.

If the Submission contains any of the above, it will be disqualified as a Submission for the Entrant.

**NOTE ABOUT INSTAGRAM:** Sweepstakes Entities are not responsible for any changes or unavailability of Instagram that may interfere with the Sweepstakes (including any limitations, any restrictions, or any conditions on Sponsor's ability to use Instagram for the Sweepstakes as set forth herein that are not acceptable to Sponsor) or ability of Entrant to timely enter, receive notices or communicate with Sponsor via Instagram, in which case Sponsor, in its sole discretion, may terminate or modify the Sweepstakes. Instagram is not a sponsor of or affiliated with the Sweepstakes. Note: Sponsor may utilize software applications that track unique IP addresses. The spam filter on such software applications may block multiple entries from the same IP address thereby preventing Submissions from multiple Entrants from the same IP address.

Sponsor reserves the right to edit (or request the Entrant to edit) Submissions by removing logos (if applicable) to comply with the Official Rules. Sponsor reserves the right to disqualify an Entrant's Submission that it deems, in its sole discretion, to be a violation of the Official Rules or that is not in keeping with Sponsor's image or which communicates messages or images inconsistent with the positive images and/or goodwill to which Sponsor wishes to associate. False or deceptive acts or Submissions, or Submissions generated by script, macro, or other automated means will be void, will render an Entrant ineligible, and also may result in the Entrant no longer being allowed to enter the Sponsor's sweepstakes, contests, or other promotions in the future, at Sponsor's sole discretion. All Submissions become the property of Sponsor and will not be acknowledged or returned. Entrants must provide all information requested. Incomplete, unreadable, or unintelligible Submissions will be disqualified. Participation in the Sweepstakes constitutes Entrant's understanding of full and unconditional agreement to, and acceptance of these

Official Rules. Sponsor reserves the right to disqualify any Entrant that Sponsor determines to be in violation of any term contained in these Official Rules. Sponsor's decision not to enforce a specific provision of these Official Rules does not constitute a waiver of that provision or of the Official Rules generally. **Further, by submitting a Submission, you give Sponsor the right to use the Submission for any other promotional purposes as set forth more completely below.**

**Important – Grant of Rights:** Entrant's Submission may appear on the Sponsor's social media accounts including, but not limited to, Facebook, X/Twitter, TikTok, and Instagram, Threads, and in advertising for Sponsor on-air, off-air, and on Sponsor's website. If Entrant does not want their Submission to be used in the manner set forth herein, they should not enter the Sweepstakes. By entering the Sweepstakes, each Entrant grants Sponsor the non-exclusive, royalty-free, and irrevocable rights to use, reproduce, copy, publish, display, distribute, perform, translate, adapt, modify, and otherwise exploit the Submission and to incorporate the Submission in other works in any and all markets and media worldwide, now known or hereafter developed, in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to Sponsor and that the Sponsor's reproduction, publishing, displaying, and/or other use of the Submission will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity, or create claims for defamation, false light, idea misappropriation, intentional or negligent infliction of emotional distress, or breach of contract. If the Submission includes an identifiable person other than the Entrant, the Entrant represents and warrants that they have obtained the consent of such person to the use of the Submission as outlined herein and such person may be required to provide written consent to the Contest Entities' use of the Submission. Sponsor is not obligated to use any of the above-mentioned information or materials but may do so and may edit such information or materials, in Sponsor's sole discretion, without further obligation or compensation.

**Mail Entry:** During the Sweepstakes Period, enter the Sweepstakes by mail as follows: on a 3" x 5" card, legibly handprint your first and last name, street address, city, state, zip code, phone number, date of birth, and your e-mail address. Mail your completed entry to:

Mori-Nu Show Us Your Pantries! Sweepstakes  
3838 Del Amo Blvd., Suite 201  
Torrance, CA 90503

Mail Entries must be postmarked by October 15, 2024, and received by October 22, 2024. There is a limit of one (1) write-in entry per card. Each card mail is considered one (1) entry into the Sweepstakes. Multiple entries submitted by or completed by anyone other than the Entrant are void. Any attempt by an Entrant to obtain more than the stated number of entries by using multiple/different identities and/or any other methods will void that

Entrant's entry, and that Entrant may be disqualified from the Sweepstakes. No mechanical reproductions will be accepted. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win.

**Only one (1) entry per person is permitted.** Subsequent attempts made by the same individual to submit multiple entries may result in disqualification of the Entrant. In the event of a dispute as to the identity of an Entrant, the Entrant will be deemed the natural person in whose name the email account associated with the social media account was opened, as long as such person is otherwise eligible in accordance with these Official Rules. Any potential prize winner may be requested to provide Sponsor with proof that such person is the prize winner. Use of a false account will disqualify an entry. Sponsor is not responsible for entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties, and other technological problems. Entries that are late, illegible, incomplete, inaccurate, or irregular in any way, or otherwise not in compliance with these Official Rules will be disqualified.

**5. DRAWING/ODDS.** On or about October 31, 2024, potential prize winners will be selected in a random drawing from all eligible entries received by the Sponsor or the Independent Administrator (the "Selection Date"). Odds of winning depend on the number of eligible entries, including bonus entries, received for the Sweepstakes. By entering the Sweepstakes, Entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which will be final and binding in all matters relating to the Sweepstakes.

**6. PRIZES.** Three (3) prizes will be awarded as follows:

- 1st prize (x 1 winner): \$3,000 Home Depot gift cards (three (3) \$1,000 Home Depot Gifts cards which are subject to the terms and conditions associated with their use);
- 2nd prize (x 1 winner): 1 year supply of Mori-Nu Shelf Stable Tofu of winner's choice (at least 365 boxes, \$1,091.35 worth) delivered in 4 shipments approximately 90 days apart; and
- 3rd prize (x 10 winners): Dash 2.6 Qt Air Fryer and Hydro Flask 20 oz. Tumbler (ARV \$879.40).

Total approximate retail value ("ARV") of all prizes is \$4,970.75.

**7. ACCEPTANCE OF THE PRIZE.** Potential prize winners ("Potential Winners") will be notified by the Sponsor or Independent Administrator on or after October 31, 2024, on Instagram either via direct message, by a public-facing comment, or by email. The Potential Winners will be required to respond (as directed by the Administrator and/or Sponsor) to the notification within five (5) calendar days (or a shorter time if required by exigencies) of first attempted notification. A second notification will be issued on or about November 6, 2024, if no response to the first notification is received. If no

response to the second notification is received within 48 hours (or a shorter time if required by exigencies) of the second attempted notification, the prospective winner shall forfeit the prize, and the Sponsor may award the prize to an alternate winner. The decision to award a prize to an alternate winner will be final when made. The Potential Winners will be required to verify his or her address and may be required to execute the following document(s) before a notary public and return them within seven (7) days (or a shorter time if required by exigencies) of receipt of such documents: an affidavit of eligibility, a liability release, and (where imposing such condition is legal) a publicity release covering eligibility, liability, advertising, publicity and media appearance issues (collectively, the "Prize Claim Documents"). If an Entrant is unable to verify the information submitted with their entry, the Entrant will automatically be disqualified, and their prize, if any, will be forfeited. The Prize will not be awarded until all such properly executed and notarized Prize Claim Documents are returned to Sponsor. Prize(s) won by an eligible Entrant who is a minor in his or her state of residence will be awarded to minor's parent or legal guardian, who must sign and return all required Prize Claim Documents. In the event the Prize Claim Documents are not returned within the specified period, an alternate Winner may be selected by Sponsor for such Prize. All prizes will be awarded, and up to 3 alternate winners for each prize may be selected, after which the prize will remain unawarded. Winners will NOT be elevated to a higher prize level. The Prize will be shipped to the Winner beginning at least 21 business days after Sponsor's receipt of a signed Affidavit and Release from the Winner. The Winner is responsible for all taxes and fees related to the Prize received, if any.

- 8. OTHER RULES AND CONDITIONS.** This Sweepstakes is conducted in English. In the event of any discrepancy or inconsistency between the terms and conditions of these English Official Rules or other statements contained in any Sweepstakes-related materials, including, but not limited to any entry form, survey, or point of sale, television, print or online advertising, then the terms and conditions of these English Official Rules shall prevail, govern and control. All federal, state and local taxes are the sole responsibility of the prize winners. By participating in this Sweepstakes, Entrants and prize winners agree to be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Entities, which are final in all respects and not subject to appeal. Sponsor reserves the right to disqualify permanently from this Sweepstakes any Entrant it believes has violated these Official Rules and verify eligibility of Entrants. Neither Sponsor nor anyone acting on its behalf will enter into any communications with any Entrant regarding this Sweepstakes, except as expressly set forth in these Official Rules. By participating in this Sweepstakes, Entrants and prize winners release the Sponsor and each and all of the Sweepstakes Entities from any and all liability, damages, or causes of action (however named or described) with respect to or arising out of participation in the Sweepstakes, and/or the receipt or use/misuse of any prize awarded, including, without limitation, liability for personal injury, death or property damage. Failure to comply with these Official Rules may result in disqualification from the Sweepstakes. All Sweepstakes materials are subject

to verification and are void if (a) not obtained in accordance with these Official Rules and through legitimate channels, (b) any part is counterfeited, altered, defective, damaged, illegible, reproduced, tampered with, mutilated or irregular in any way, (c) are obtained where prohibited, or (d) they contain printing, typographical, mechanical, or other errors. Entrants assume all risk of loss, damage, destruction, delay or misdirection of Sweepstakes materials submitted to Sponsor. In the event any portion of this Sweepstakes is compromised by activities beyond the control of the Sponsor which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play of the Sweepstakes or this Sweepstakes, Sponsor reserves the right at its sole discretion to modify, suspend or terminate the Sweepstakes. Winning a prize constitutes permission for the Sponsor and its representatives to use prize winners' names, addresses (city & state), voices, and/or likenesses for purposes of advertising, promotion, and publicity for this Sweepstakes only, without further compensation, unless prohibited by law. Sponsor may prohibit an Entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said Entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, 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, Sponsor, or Sweepstakes Entities. If for any reason this Sweepstakes is not able to be conducted as planned, including, but not limited to, by reason of infection by computer virus, bugs, tampering, unauthorized intervention, fraud or any other causes beyond the reasonable control of Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and randomly draw from those entries received up to the cancellation/suspension date to award prizes. CAUTION: ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THESE PROVISIONS.

- 9. DISCLAIMER.** EXCLUDING ONLY APPLICABLE MANUFACTURERS' WARRANTIES, THE PRIZE IS PROVIDED TO THE WINNER ON AN "AS IS" BASIS, WITHOUT FURTHER WARRANTY OF ANY KIND. SPONSOR HEREBY DISCLAIMS ALL FURTHER WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE WITH RESPECT TO THE PRIZE.
- 10. NO LIABILITY.** BY ENTERING THE SWEEPSTAKES, ENTRANTS, ON BEHALF OF THEMSELVES AND THEIR HEIRS, EXECUTORS, ASSIGNS AND

REPRESENTATIVES, RELEASE AND HOLD THE SPONSOR ITS PARENT COMPANIES, SUBSIDIARIES, AFFILIATED COMPANIES, UNITS AND DIVISIONS, AND THE CURRENT AND FORMER OFFICERS, DIRECTORS, EMPLOYEES, SHAREHOLDERS, AGENTS, SUCCESSORS AND ASSIGNS OF EACH OF THE FOREGOING, AND ALL THOSE ACTING UNDER THE AUTHORITY FO THE FOREGOING, OR ANY OF THEM (INCLUDING, BUT NOT LIMITED TO, ADVERTISING AND PROMOTIONAL AGENCIES, INSTAGRAM, AND PRIZE SUPPLIERS) (EACH A "RELEASED PARTY"), HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, INJURY, LOSS, DAMAGES, LIABILITIES AND OBLIGATIONS OF ANY KIND WHATSOEVER (COLLECTIVELY, THE "CLAIMS") WHETHER KNOWN OR UNKNOWN, SUSPECTED OR UNSUSPECTED, WHICH ENTRANT EVER HAD, NOW HAVE, OR HEREAFTER CAN, SHALL OR MAY HAVE, AGAINST THE RELEASED PARTIES (OR ANY OF THEM), INCLUDING, BUT NOT LIMITED TO, CLAIMS ARISING FROM OR RELATED TO THE SWEEPSTAKES OR ENTRANT'S PARTICIPATION IN THE SWEEPSTAKES (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR LIBEL, DEFAMATION, INVASION OF PRIVACY, VIOLATION OF THE RIGHT OF PUBLICITY, COMMERCIAL APPROPRIATION OF NAME AND LIKENESS, INFRINGEMENT OF COPYRIGHT OR VIOLATION OF ANY OTHER PERSONAL OR PROPRIETARY RIGHT), AND THE RECEIPT, OWNERSHIP, USE, MISUSE, TRANSFER, SALE OR OTHER DISPOSITION OF THE PRIZE (INCLUDING, WITHOUT LIMITATION, CLAIMS FOR PERSONAL INJURY, DEATH, AND/OR PROPERTY DAMAGE). ALL MATTERS RELATING TO THE INTERPRETATION AND APPLICATION OF THESE SWEEPSTAKES RULES SHALL BE DECIDED BY SPONSOR IN ITS SOLE DISCRETION.

- 11. DISPUTES.** If, for any reason (including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes), the Sweepstakes is not capable of being conducted as described in these Sweepstakes Rules, Sponsor shall have the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and/or to cancel, terminate, modify or suspend the Sweepstakes. The Sponsor assumes 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. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, or failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to any Entrant's or any other person's computer related to or resulting from participating or downloading any materials in this Sweepstakes. Because of the unique nature and scope of the Sweepstakes, Sponsor reserves the right, in addition to those other rights reserved herein, to modify any date(s) or deadline(s) set forth in these Sweepstakes Rules or otherwise governing the Sweepstakes, and any such changes will be posted here in the Sweepstakes Rules. Any attempt by any person to deliberately



undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Sweepstakes Rules shall not constitute a waiver of any provision.

As a condition of participating in the Sweepstakes, Entrant agrees that any and all disputes that cannot be resolved between Entrant and Sponsor, and causes of action arising out of or connected with the Sweepstakes or these Sweepstakes Rules, shall be resolved individually, without resort to any form of class action, exclusively before a court of competent jurisdiction located in Los Angeles, California, and Entrant irrevocably consents to the jurisdiction of the federal and state courts located in Los Angeles, California with respect to any such dispute, cause of action, or other matter. All disputes will be governed and controlled by the laws of the State of California (without regard for its conflicts-of-laws principles). Further, in any such dispute, under no circumstances will Entrant be permitted to obtain awards for, and hereby irrevocably waives all rights to claim, punitive, incidental, or consequential damages, or any other damages, including attorneys' fees, other than Entrant's actual out-of-pocket expenses (i.e., costs incurred directly in connection with Entrant's participation in the Sweepstakes), and Entrant further irrevocably waives all rights to have damages multiplied or increased, if any. EACH PARTY EXPRESSLY WAIVES ANY RIGHT TO A TRIAL BY JURY. All federal, state, and local laws and regulations apply.

- 12. PRIVACY.** Information collected from Entrants in connection with the Sweepstakes is subject to Sponsor 's privacy policy, which may be found at <https://www.morinu.com/privacy-policy>.
- 13. WINNERS LIST.** For a list of names of prize winners, after the Selection Date and no later than 120 days thereafter, please send a request with a stamped, self-addressed No. 10/standard business envelope to Morinaga Nutritional Foods, Inc., 3838 Del Amo Blvd., Suite #201, Torrance, CA 90503.

**BY ENTERING, YOU AGREE THAT YOU HAVE**

**READ AND AGREE TO ALL OF THESE SWEEPSTAKES RULES.**