

## **SPRING CASTING CALL CONTEST OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE THE ODDS OF WINNING. ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.**

The Spring Casting Call Contest (the “**Promotion**”) is sponsored by Shinsaku, LLC and SSS Brighton, LLC (collectively, “**Sponsor**”). By entering the Promotion, you agree to comply with and be bound by the following Spring Casting Call Contest Official Rules (the “**Rules**”). Please review the Rules carefully. If you do not agree to the Rules in their entirety, you are not permitted to enter the Promotion.

**ELIGIBILITY:** Only legal U.S. residents and residents of the District of Columbia who are eighteen (18) years of age or older are eligible to enter. This Promotion is void in Puerto Rico and where otherwise prohibited by law. Sponsor, members of the third party panel of judges (“**Promotion Judges**”), their respective parents, subsidiaries, affiliates, distributors, retailers, sales representatives, advertising and promotional agencies and each of their respective officers, directors and employees (collectively, the “**Promotion Entities**”), and the immediate family members and/or those living in the same household of each, are ineligible to enter the Promotion or win a Prize (as defined below).

**GENERAL TERMS:** All federal, state and local laws, rules and regulations apply. By entering the Promotion, you agree to receive email marketing messages from Sponsor. Except as contemplated in these Rules, personal information collected in connection with the Promotion will be used in accordance with the Spring Shabu-Shabu Privacy Policy (“**Privacy Policy**”) featured on the website located at [www.springshabu.com](http://www.springshabu.com) (the “**Website**”). See “Privacy Statement” herein for detailed information concerning Sponsor’s Privacy Policy. Participants wishing to obtain a copy of these Rules may request a printed copy of same by writing to: Sahn Restaurant Group, Attn: Spring Casting Call Contest, 218 S. Van Brunt Street, Englewood, NJ 07631.

**LIMITED TIME ONLY:** For purposes of these Rules, the “**Promotion Period**” shall be the period beginning at 00:00:01 a.m. Eastern Standard Time (“**EST**”) on May 5<sup>th</sup>, 2019 and ending at 11:59:59 p.m. EST on June 30<sup>th</sup>, 2019.

### **HOW TO ENTER:**

(a) **Entry Videos.** In order to enter the Promotion, you must submit a video (“**Entry Video**”) that meets all of the criteria set forth below via e-mail to [contest@springshabu.com](mailto:contest@springshabu.com) (“**Submission Email**”) before 11:59:59 p.m. EST on June 30<sup>th</sup>, 2019 (“**Submission Deadline**”). Any videos submitted after the Submission Deadline shall be discarded. The Submission Email must include the following correct and verifiable information for each entrant depicted in the Entry Video (up to a maximum of two (2) entrants for each Entry Video): (i) full name; (ii) state of residence; and (iii) e-mail address (collectively, “**Registration Data**”). Entrants must update their Registration Data, as necessary, to remain eligible to win. Each Submission Email must include the following in the subject line: “Submission: Shabu Master.” Entry Videos should be submitted as attachments to the Submission Emails, using one of the following formats/file types: .mov, .MP4 and .AVI. Entry Videos must be no longer than two (2) minutes in length. Entrants should save a copy of each Entry Video. Entry Videos must be in color and may include animation. Each entrant may only appear in one Entry Video. If an entrant appears in multiple Entry Videos, only one (1) entry will qualify for submission. Any and all additional Entry Videos that are submitted that include the same individual will be discarded. No more than two (2) entrants may appear in any Entry Video. Entry Videos that are submitted that include more than two (2) individuals will be discarded.

(b) **Top 10 Videos.** Within two (2) days of the Submission Deadline, the Promotion Judges will select and notify ten (10) potential finalists from among all validly submitted Entry Videos (“**Potential Finalists**”) after evaluating all of the Entry Videos using the criteria set forth above. Sponsor will post the Entry Videos of the ten (10) Potential Finalists (“**Top Ten Videos**”) on the Spring Shabu-Shabu Facebook® and

Instagram® pages (“**Social Media Pages**”) at 10:00:00 a.m. EST on July 15<sup>th</sup>, 2019. The three (3) Potential Finalists whose Top Ten Videos have received the most “likes” (“**Likes**”) in the aggregate, on both Sponsor Social Media Pages by 11:59:59 p.m. EST on August 15<sup>th</sup>, 2019 (“**Voting Deadline**”) shall be declared the three (3) finalists (“**Finalists**”). Sponsor is the official record-keeper for Likes on the Social Media Pages, and all determinations regarding the number of Likes that each Top Ten Video received as of the Voting Deadline shall be final and binding on all parties involved.

All prospective Finalists must be able to prepare a final video recording (“**Final Video**” and together with the Entry Videos and Top Ten Videos, the “**Videos**”), pursuant to Sponsor’s direction and with a theme selected by Sponsor, by 10:00:00 a.m. EST on September 23<sup>rd</sup>, 2019 (“**Production Deadline**”). All prospective Finalists must respond to the notification email within five (5) days of receipt of same, confirming that they can meet the Production Deadline. Where a prospective Finalist does not respond to the notification email in time, or is otherwise unable to produce a Final Video by the end of the Production Deadline, the Promotion Judges shall select the entrant that submitted the Top Ten Video with the next highest tally of Likes as an alternate prospective Finalist.

*Facebook® and Instagram® are registered trademarks of Facebook, Inc. (“**Facebook**”). Please be advised that the Sponsor is not in any way affiliated with Facebook, and the Promotion is not endorsed, administered or sponsored by any of the foregoing entities.*

(c) Video Criteria. Videos should depict the entrants’ love, and knowledge, of shabu-shabu cuisine. The Promotional judges will judge each Video based on production quality, camera presence, shabu-shabu knowledge and recipe suggestions for sauce and broth flavor profiles. Entry Videos should be submitted as attachments to the Submission Emails, using one of the following formats/file types: .mov, .MP4 and .AVI. Entry Videos must be no longer than two (2) minutes in length. Entrants should save a copy of each Entry Video. Entry Videos must be in color and may include animation. Entrants may only submit Videos depicting their own performances (up to two (2) entrants in each Video), and no individuals other than the entrants may appear in a Video. Each Video must comply with all of the standards, conditions, restrictions and requirements set forth herein.

(d) Proprietary Rights. Each entrant who submits a Video hereby irrevocably grants to Sponsor the worldwide right and license to use, reuse and publish any and all Videos, in any and all forms of marketing and promotional material including, without limitation, print advertisements (“ads”), online ads, ads and other promotions appearing on Sponsor’s Social Media Pages and other social media websites, email ads, television ads, radio ads, interactive media, as well as printed extracts and reproductions of any portion thereof (collectively, “Ads”), and for any and all other uses. Each entrant represents and warrants to Sponsor that: (i) such entrant, and any participating co-entrant, is/are the only person(s) depicted in the Video; (ii) such entrant has all of the rights and authority necessary to submit the Video for the uses contemplated hereunder, including the right to publish the Video; (iii) entrant has all rights, clearances, permissions, approvals and/or consents necessary for her/his submission, including, but not limited to, music rights and location releases for all recognizable locations and releases; and (iii) the publication of the Video by such entrant, as well as Sponsor as contemplated hereunder, will not infringe upon or violate the rights of any third-party. Each entrant who posts a Video understands and agrees that: (A) the Video, in whole or in part, may be edited and/or dramatized, and that any part of the Video may be used without compensation to such entrant; and (B) no Ad or other material incorporating or making reference to the Video need be submitted to such entrant for approval and Sponsor shall be without liability to such entrant for any distortion or illusionary effect resulting from its publication of the Video. Each entrant who posts a Video expressly: (I) releases Sponsor from any and all claims that such entrant has or may have for breach of right of publicity, invasion of privacy, defamation, copyright infringement or any other claim or cause of action arising out of or in connection with any production, distribution, duplication, broadcast, exhibition, publication, Ad or promotion utilizing or incorporating the subject Video, or any other use of the subject Video whatsoever; and (II) acknowledges and agrees that Sponsor shall not be liable for any causes of action or claims related to the applicable entrant’s decision to provide the Video to Sponsor.

(e) Video Content Guidelines. Each entrant represents and warrants that the Video(s) she/he submits will not: (i) display any telephone numbers, street addresses, last names, URLs, e-mail addresses or any confidential information of any third party; (ii) display any audio files, text, photographs, videos or other images containing confidential information; (iii) display any audio files, text, photographs, videos or other images that may be deemed lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, obscene, violent, racist, derogatory of any ethnic, racial, gender, religious, professional or age group or otherwise inappropriate or objectionable, as determined by Sponsor in its sole and absolute discretion; (iv) impersonate any person or entity; (v) “stalk” or otherwise harass any person; (vi) engage in unauthorized advertising to, or commercial solicitation of, others; (vii) express or imply that any statements that she/he makes are endorsed by Sponsor, without Sponsor’s specific prior written consent; (viii) promote any activity that is unsafe, hazardous, dangerous or prohibited by law; and/or (viii) reproduce in any way any copyrighted material, trademarks or other proprietary information without obtaining the prior consent of the owner of such proprietary rights.

(f) General Provisions. **Sponsor reserves the right to reject any Video that it believes, in its sole and reasonable discretion, is fraudulent, does not depict the applicable entrant(s), is posted without the permission of the applicable copyright holder, does not comply with these Rules or is otherwise objectionable, improper or invalid in the sole and exclusive discretion of Sponsor. SPONSOR IS NOT RESPONSIBLE FOR ENTRY VIDEOS, FINAL VIDEOS, CLAIMS OR NOTICES THAT ARE LOST, LATE, ILLEGIBLE, MISDIRECTED, DAMAGED, INCOMPLETE OR INCORRECT. IF YOU FAIL TO SUBMIT AN ENTRY VIDEO AND/OR FINAL VIDEO FOR ANY REASON WHATSOEVER, YOU WILL NOT QUALIFY FOR A PRIZE.**

**HOW TO WIN A PRIZE:** Within five (5) business days of the conclusion of the Promotion Period, the Promotion Judges will select the Prize winning Final Video, and the entrant(s) who submitted same will be deemed the potential Prize winners.

Potential Prize winners will be notified by e-mail within thirty (30) days of the end of the Promotion Period. The potential Prize winners will be subject to eligibility verification. The potential Prize winners will be required to execute a notarized Affidavit of Eligibility and Liability/Publicity Release (“**Affidavit**”) and return such Affidavit within thirty (30) days following attempted notification. Non-compliance within this time-period may result in forfeiture of the Prize, with the Promotion Judges selecting an alternative Prize winner from the remaining Final Videos; *provided, however*, that if Sponsor is unable to secure a properly executed Affidavit from any of the entrants that submitted Final Videos, the Prize shall not be awarded and no additional Prize winner shall be selected for the Prize. In addition, each potential Prize winner will be required to provide picture proof of identification, which may include a driver’s license, passport, voting card or similar government issued identification, and proof that they are the entrant that submitted the applicable winning Entry. The return of a Prize and/or Prize notification as undeliverable may result in forfeiture. In no case shall Sponsor be liable in any manner where a potential Prize winner has not received notification sent from Sponsor or where Sponsor fails to receive a response from a potential Prize winner within the required response period. Video entries will be deemed made by the person under whose e-mail address the Video was submitted, regardless of who actually submitted the Video. Be sure to use your own e-mail address. The winning Video must identically match the records maintained by Sponsor in order for the Prize to be awarded. In the event of a dispute, the information maintained by Sponsor will govern.

Entrants are permitted to promote their Final Videos in an effort to obtain more Likes. Each entrant’s activities in connection with generating Likes (“**Promotional Activities**”), and the text, images, content and other materials used by entrants in connection with same (“**Creative**”), must: (a) comply with all applicable federal and state laws, rules and regulations including, without limitation, the CAN-SPAM Act of 2003, as amended, and the Federal Trade Commission’s report entitled, “Protecting Consumer Privacy in an Era of Rapid Change: Recommendations for Businesses and Policymakers,” as amended; (b) comply with all policies, terms and conditions associated with the social media websites that host the Social Media Pages; (c) not infringe upon any third party intellectual property or other proprietary rights; and (d) **comply with the Federal Trade Commission Guidelines Concerning the Use of Endorsements and Testimonials and Native Advertising: A Guide for Businesses (the “FTC**

**Guidelines”) by including any necessary caveats and disclaimers including prominent disclosures that you stand to win a Prize in the Promotion where you obtain a certain number of Likes.**

**PRIZE DESCRIPTION:** Where: (a) only one (1) entrant is depicted in the winning Final Video, that entrant shall receive a gift card to Sponsor’s restaurant in the amount of One Thousand Dollars (\$1,000.00); and (b) there are two (2) entrants depicted in the winning Final Video, each entrant shall receive a gift card to Sponsor’s restaurant in the amount of Five Hundred Dollars (\$500.00) (collectively, the “Prize”).

**TAXES:** Prize winners shall be solely responsible for all federal, state and/or local taxes, and the reporting consequences thereof, and for any other fees or costs associated with the applicable Prize. Sponsor reserves the right to file a form 1099-MISC for the Prize winners.

**ODDS OF WINNING A PRIZE:** The odds of winning a Prize depend on the number of entrants that submitted Entry Videos, the number of Likes received by each entrant, as well as the quality of the Entry Videos submitted, as determined by the Promotion Judges.

**IDENTIFICATION OF ENTRANTS:** Each Entry Video shall be identified with the email address associated with the sender of the subject Submission Email.

**WINNERS LIST:** To receive a list of Prize winners, send a self addressed stamped envelope to: Sahn Restaurant Group, Attn: Spring Casting Call Contest, 218 S. Van Brunt Street, Englewood, NJ 07631.

**NO SUBSTITUTION OF WINNERS:** No substitution or transfer of Prizes will be accommodated or permitted, other than as expressly set forth herein or in Sponsor’s sole discretion.

**PUBLICATION:** Acceptance of a Prize constitutes the applicable Prize winner’s permission for Sponsor to use the Prize winner’s name, photograph, likeness, voice, biographical information, statements, Videos and address (city and state) for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter developed, in perpetuity, without further compensation, excluding residents of the State of Tennessee and where otherwise prohibited by law.

**PRIVACY STATEMENT:** For a copy of the Privacy Policy, [Click Here](#). To the extent that the Privacy Policy is in conflict or inconsistent with these Rules as they pertain to the Promotion, these Rules shall take precedence.

**PROMOTION JUDGES:** The Promotion Judges shall consist of a panel of at least three (3) judges, comprised of individuals with expertise in the culinary industry. The Promotion Judges are not involved in marketing the Promotion. The Promotion Judges are not sponsors of the Promotion and will not respond to any inquiries. The Promotion Judges are responsible for selecting the Top Ten Videos, and the Prize winning Final Video.

**RELEASE:** By entering the Promotion, each entrant agrees to release and hold harmless Sponsor, the Promotion Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents from and against any and all liability for any injuries, loss or damage of any kind arising from, or in connection with, the Promotion including, but not limited to, liability arising from copyright infringement, improper use of likeness, personal injury, death, damages or monetary loss. Restrictions, conditions and limitations apply. By entering, each entrant further agrees that, in the event that there is any conflict or other inconsistency between the Rules and any advertisements, promotional or marketing materials, e-mails or announcements relevant to the Promotion, these Rules will govern.

**CHOICE OF LAW/DISPUTE RESOLUTION/CLASS ACTION:** The Agreement shall be treated as though it were executed and performed in New York, NY and shall be governed by and construed in accordance with the laws of the State of New York (without regard to conflict of law principles). **The parties hereby agree to arbitrate all claims that may arise under the Agreement. Without limiting**

the foregoing, should a dispute arise between the parties including, without limitation, any matter concerning the Promotion, the terms and conditions of these Rules or the breach of same by any party hereto: (a) the parties agree to submit their dispute for resolution by arbitration before the American Arbitration Association in New York, NY, in accordance with the then current Commercial Arbitration rules of the American Arbitration Association; and (b) you agree to first commence a formal dispute proceeding by completing and submitting an Initial Dispute Notice which can be found here. We may choose to provide you with a final written settlement offer after receiving your Initial Dispute Notice ("Final Settlement Offer"). If we provide you with a Final Settlement Offer and you do not accept it, or we cannot otherwise satisfactorily resolve your dispute and you wish to proceed, you must submit your dispute for resolution by arbitration before the AAA, in your county of residence, by filing a separate Demand for Arbitration, which is available [here](#). For claims of Ten Thousand Dollars (\$10,000.00) or less, you can choose whether the arbitration proceeds in person, by telephone or based only on submissions. If the arbitrator awards you relief that is greater than our Final Settlement Offer, then we will pay all filing, administration and arbitrator fees associated with the arbitration and, if you retained an attorney to represent you in connection with the arbitration, we will reimburse any reasonable attorneys' fees that your attorney accrued for investigating, preparing and pursuing the claim in arbitration. Any award rendered shall be final and conclusive to the parties and a judgment thereon may be entered in any court of competent jurisdiction. Although we may have a right to an award of attorneys' fees and expenses if we prevail in arbitration, we will not seek such an award from you unless the arbitrator determines that your claim was frivolous.

To the extent permitted by law, each entrant agrees that it will not bring, join or participate in any class action lawsuit as to any claim, dispute or controversy that it may have against Sponsor and/or its employees, officers, directors, members, representatives and/or assigns. Each entrant agrees to the entry of injunctive relief to stop such a lawsuit or to remove it as a participant in the suit. Each entrant agrees to pay the attorney's fees and court costs that Sponsor incurs in seeking such relief. Any entrant may opt-out of these dispute resolution provisions by providing written notice of her/his decision within thirty (30) days of the date that she/he first submits a Video.

**DISQUALIFICATION:** Sponsor, the Promotion Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents, are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer transmissions or technical failure, lost online entries, jumbled, scrambled or misdirected transmissions, or other error of any kind, whether human, mechanical or electronic. Persons found tampering with or abusing any aspect of the Promotion, as solely determined by Sponsor, will be disqualified. If disqualified for any of the above reasons, Sponsor reserves the right to terminate entrant's eligibility to participate in the Promotion. In the event that any portion of the Promotion is compromised by virus, bugs, non-authorized human intervention or other causes beyond the control of Sponsor which, in the sole opinion of Sponsor, corrupts or impairs the administration, security, fairness or proper determination of the Promotion, Sponsor reserves the right, in its sole discretion, to suspend or terminate the Promotion or any part of the Promotion, or any combination of the above. Sponsor, the Promotion Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents are not responsible for any problem with entries generated by computer hardware or software malfunction, error or failure, whatever the cause. Sponsor's sole responsibility for any irregular entry is replacement with another entry in a subsequent drawing. The Potential Prize winner may be required to provide Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the potential winning entry.

**INDEMNIFICATION:** You agree to release, indemnify and hold Sponsor, the Promotion Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents, harmless from and against any and all claims, expenses (including reasonable attorneys' fees, costs and settlement costs), damages, suits, costs, demands

and/or judgments whatsoever, made by any third party due to or arising out of: (a) your improper and/or unauthorized activity in connection with the Promotion; (b) your breach of these Rules; (c) your Creative, Video(s) and/or Promotional Activities; and/or (d) your violation of any rights of another individual and/or entity. The provisions of this paragraph are for the benefit of Sponsor, the Promotion Judges, each of their legal representatives, affiliates, subsidiaries, parents, agencies and their respective members, officers, directors, employees and agents. Each of these individuals and entities shall have the right to assert and enforce these provisions directly against you on its own behalf.

**LEGAL WARNING:** Any attempt by any individual, whether or not an entrant, to tamper with or otherwise interfere with the operation of the Promotion, is a violation of criminal and civil law and Sponsor will diligently pursue any and all remedies in this regard against any offending individual or entity to the fullest extent permissible by law and in equity.

**SEVERABILITY:** Should any part of these Rules be held invalid or unenforceable, that portion shall be construed consistent with applicable law and the remaining portions shall remain in full force and effect.