

## The Spotlight's On You Official Rules

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID ONLY IN THE (50) UNITED STATES AND DISTRICT OF COLUMBIA (D.C.), AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Contest Name:** The Spotlight's On You (the "Contest").

**Sponsor:** Haru Sushi Holding Corp. (the "Sponsor").

**Contest Dates:** Contest entry begins at 9:00:00 am Eastern Time (ET) on **March 30, 2017** and ends at 11:59:59 pm (ET) on **April 14, 2017** (the "Entry Period"). Contest is subject to all applicable federal, state and local laws and regulations. Void outside the (50) U.S. and D.C., and wherever prohibited or restricted by law.

**Who may Enter:** Contest is open only to legal residents of the (50) U.S. and D.C., who are age 18 or older as of date of entry and have a valid U.S. driver's license or government issued ID, except any individual(s) who do not have access to the internet as of 3/30/2017 in order to enter the Contest.

- **NOTE:** All employees of **Benihana Inc.** and **Haru Sushi Holding Corp.**, and participating **Haru Restaurant** locations **ARE NOT** eligible to participate, enter, and/or win this contest.

**How to Enter – The Spotlight's On You Entry:** Tag or mention a friend in the Sponsor's post that contains details about the Contest during the Entry Period in any of the following two (2) entry methods:

1. **Facebook Entry:** Visit [www.facebook.com/HaruSushi](http://www.facebook.com/HaruSushi) during the Entry Period, and find the post containing details about the Contest on the Haru Sushi Facebook page. Follow the post instructions to tag a username in the post comments using the "@" symbol, followed by the Facebook username ("Facebook Entry"). Entrants may tag as many unique usernames as they want and can comment as many times as they wish, only if it contains unique usernames which have not already been mentioned. Any entry submitted with an invalid username or other inaccurate, incomplete, or incorrect information will be disqualified. Number of mentions does not improve your chances of winning. **NOTE: You are providing your information to Sponsor, not Facebook, and Facebook is not a party to or Sponsor of the Sweepstakes.** If you wish to enter via Facebook and do not have a Facebook account, you may create one by visiting [www.facebook.com](http://www.facebook.com). Facebook accounts are free, and Facebook's Terms of Use apply. For details, visit <https://www.facebook.com/policies>.
2. **Instagram Entry:** Access the Instagram application on your compatible mobile device and visit [www.instagram.com/HaruSushiNYC](http://www.instagram.com/HaruSushiNYC). During the Entry period, find the post containing details about the Contest on the Haru Sushi Instagram page. Follow the post instructions to tag a username in the post comments using the "@" symbol, followed by the Instagram username ("Instagram Entry"). Entrants may tag as many unique usernames as they want and can comment as many times as they wish, only if it contains unique usernames which have not already been mentioned. Any entry submitted with an invalid username or other inaccurate, incomplete, or incorrect information will be disqualified. Number of mentions does not improve your chances of winning. **NOTE:** To enter the contest in this method, you must be an active holder of a non-private Instagram account (holders of private account settings may not enter in this method). If you do not have the Instagram application, you may download it through the application store on your mobile device. The Instagram application is free, and Instagram's Terms of Use apply. For details, visit <http://instagram.com/legal/terms/>. If you enter using a mobile device on a wireless service provider's network (as opposed to a Wi-Fi network), your carrier's text and data rates will apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any

and all charges demanded by your wireless carrier. **NOTE: You are providing your information to Sponsor, not Instagram, and Instagram is not a party to or Sponsor of the Sweepstakes.**

All entries must be submitted with all required information by **11:59:59p ET on 4/14/2017** to be eligible. **No limit of entries per person per day, regardless of method of entry. Each entry requires a unique username submission that has not previously been entered in the contest by the entrant. Number of mentions/entries does not improve your chances of winning.** Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name, username, email address, or providing any false email addresses or information, will be disqualified and ineligible to claim any prize. Any attempt by any participant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically produced or automated entries permitted. **Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.**

Sponsor reserves the right to disqualify and remove any entry at any time that is not in compliance with these Official Rules. All Entries must conform to the requirements as outlined above and below, or it may be disqualified and not considered for the contest.

Any additional individuals included in a comment or mention, must provide Entrant with express consent and permission for their username to be included and submitted in the Contest, and such Entrant is solely responsible for obtaining all authorizations or approvals. The individual who submitted the Entry shall be designated as the official Entrant competing in the Contest, regardless of any other individuals included in the Entry, and shall be the only individual eligible for any resulting prize award (see below). Any Entry completed and submitted on behalf of another individual or using another person's username, name, email address, Facebook or Instagram account; or use of any unauthorized information will be disqualified.

**By participating and submitting an entry, contestant agrees that Sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest.**

All entries must include all required information. Any entry with incorrect, incomplete or illegible information, an invalid username or other inaccurate information will be disqualified. Released Parties are not responsible for lost, late, misdirected, incorrect, illegible, incomplete, invalid, unintelligible, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any phone or cellular phone provider, network computer online systems, computer equipment, servers, or software, including any injury or damage to contestant's or any other person's computer relating to or resulting from participation in this Contest; or the failure to capture any such information or effects of hackers or failure of any electronic equipment, computer, phone line or cellular transmissions and/or network connections; all of which will be disqualified.

In the event of a dispute as to any entry, registration or submission, the authorized account holder of the email address, Facebook or Instagram accounts used to register or submit the entry, and associated with the entry will be deemed to be the registrant and s/he must be eligible according to these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address or the assigned Facebook and/or Instagram account holder of the account name used to post the entry. Proof of being the authorized account holder may be required.

**By registering and submitting an entry, you affirm that you have read and accepted these Official Rules.** The laws of the United States apply to and govern this Contest and any claims must be raised and resolved in the United States. Any information collected by registering and entering the Contest shall be used only in a manner consistent with these Official Rules and with Contest Administrator's Privacy Policy.

By entering the Contest, each contestant agrees that s/he may be contacted, recorded and/or broadcasted by Sponsor, and that his/her Facebook and/or Instagram username may be used, promoted, released, broadcasted or published by Sponsor in any manner related to the promotion or advertising of the Contest, without additional approval, authorization or compensation.

Collection and use of information collected in connection with the Contest will be in accordance with Contest Administrator's Privacy Policy as posted at [www.HaruSushi.com](http://www.HaruSushi.com).

**Entry Requirements:** Sponsor reserves the right in its sole discretion, to disqualify any entry for any reason that it considers to not be appropriate for the Contest. Restrictions include, but are not limited to, the following requirements:

- not feature, refer to, or mention any companies or brands in general or that are in competition with Sponsor;
- not contain description of nudity, inappropriate, indecent, sexually explicit, pornographic, or obscene content, names or images (which shall be determined by Sponsor, in its sole and absolute discretion);
- not contain any political or politically themed or motivated messages, statements, or images;
- not defame, slander, libel, misrepresent, or contain disparaging remarks or any other content that could adversely affect the name, reputation, or goodwill of Sponsor or any other individuals and/or entities affiliated or associated with Sponsor, the Contest, or any prizes, the determination of which shall remain in the sole discretion of Sponsor;
- not depict, describe or include images that may be considered unlawful, harmful, threatening, violent, abusive, harassing, tortuous, defamatory, vulgar, libelous, invasive of another's privacy, hateful, or racially, religiously, ethnically or otherwise objectionable in any manner as solely determined by Sponsor;
- to the extent submitted through Instagram, adhere to the Instagram terms of use as set forth on the Instagram website (<http://instagram.com/about/legal/terms/>)

#### **Representation and Release of Rights to Entries:**

Sponsor reserves the right, in its sole discretion, to disqualify any individual (and all of his or her entries) who tampers or attempts to tamper with or abuse the entry process or the Contest website in any way or who is otherwise in violation of these Official Rules, as determined by Sponsor or the Contest judges appointed by Sponsor in their sole discretion. Any questions regarding the number of entries submitted or the authorized account holder shall be determined by Sponsor in its sole discretion. ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY CONTEST WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO DISQUALIFY AND SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

**Determination of Prize Winners:** The eligible entries will be entered into a random drawing via a third party application, on or about 4/17/17.

- One (1) grand prize winner;
- One (1) first runner-up winner and;
- One (1) second runner-up winner.

The eligible contestants who entered during the Entry Period, shall be designated as a **potential prize winner** (see below), subject to verification of eligibility, and compliance with these Official Rules. Only the contestants whose usernames are selected by random draw shall be eligible to claim the associated prize award. All other entries will be disqualified. If an insufficient number of eligible entries are received, then the associated winner shall not be awarded.

**Prize Winner Selection & Notification:** Each potential prize winner will be notified initially by Instagram or Facebook beginning on or about 4/17/17.

If the Contest Administrator is unsuccessful in its attempt to reach and speak directly with a potential winner by phone within 48-hours of the initial notification attempt to the phone number, email address, Facebook or Instagram accounts associated with that contestant's entry, then that contestant may be disqualified and an alternate potential prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the prize winner notification process.**

During prize winner notification, the selected potential winner must confirm their eligibility, and indicate their willingness and ability to accept the prize award. The potential winner will then receive official notification via email delivery.

If any selected winner does not meet the eligibility requirements, or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified contestant will not receive any alternate prize substitution or compensation. **Decisions of the Administrator in the selection and determination of prize winners and all matters relating to this Contest are final and binding.**

All of the following will apply to each prize winner:

- 1) Winner will be required to complete and return, within 3-days of date of receipt, a prize acceptance form, an affidavit of eligibility, and a liability/publicity release (where permitted);
- 2) Winner may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize;
- 3) Winner will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on prize award.

Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

**Grand Prize – Maximum of (1):** The Grand Prize winner shall be awarded a \$100.00 Haru gift card subject to the terms and conditions of the Haru gift card policy and one (1) certificate for two (2) tickets for any Monday, Tuesday, Thursday, or Sunday evening performance of the Broadway show Cats, subject to availability and the terms and conditions of the Cats voucher.

**First Runner-Up Prize – Maximum of one (1):** The First Runner-Up Prize winner shall be awarded a \$100.00 Haru gift card, subject to the terms and conditions of the Haru gift card policy.

**Second Runner-Up Prize – Maximum of one (1):** The Second Runner-Up Prize winner shall be awarded a \$50.00 Haru gift card, subject to the terms and conditions of the Haru gift card policy.

**All winners' usernames may also appear on Sponsor's social media platforms, for a limited or permanent time period, at the sole discretion of Sponsor.**

**Maximum value of all available prize awards not to exceed \$370.** All other costs and expenses related to prize acceptance, redemption and use not specified herein as being provided are the sole responsibility of winner. All income, federal, state and local taxes are prize winner's sole responsibility. Prize award is non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prize will not be awarded.

**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Contest Administrator ("Released Parties"), which shall be final in all matters relating to this Contest. In the event an entrant wins a prize, and is later found to be in violation

of these rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Contest constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Contest, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Participants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of a participant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Contest, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Contest. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the Contest website.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, Sponsor reserves the right to determine the finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

**IN CASE OF DISPUTES:** By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Florida; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, and in no event will entrant be entitled to receive attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, and consequential damages, and any other damages, other than for actual out-of-

pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with this Promotion, shall be governed by, and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Florida.

**Odds:** Odds of being selected as a prize winner are dependent upon the total number of eligible entries received from all entry methods combined.

**Official Rules & Winners List:** For a copy of these Official Rules, or name of prize winner, send a self-addressed stamped envelope to be received by 5/31/2017 to: The Spotlight's On You Contest, c/o Marketing Department, 21500 Biscayne Boulevard, Suite 900, Aventura, FL 33180. PLEASE SPECIFY which you are requesting, official rules or winners list.

**Sponsor:** This Contest is sponsored by Haru Sushi Holding Corp., 21500 Biscayne Boulevard, Suite 900, Aventura, FL 33180.

**Contest Administrator:** The contest is administered by Haru Sushi Holding Corp., 21500 Biscayne Boulevard, Suite 900, Aventura, FL 33180.

*This Contest is not affiliated with or sponsored, sanctioned, or endorsed by or in any way in association with Instagram, Twitter or Facebook. Instagram, Twitter and Facebook have no liability or responsibility for any claim arising in connection with this Contest or any prize(s) awarded in connection therewith.*