

Official Rules

NO PURCHASE NECESSARY; VOID WHERE PROHIBITED

Sweepstakes sponsored by:

Darumasan LLC dba Menya Daruma ("Sponsor")

1941 E 7th St

Charlotte, NC 28204

This summer, Menya Daruma is holding a sweepstakes to give away a vacation trip to Japan. We are holding a drawing for one trip to Japan which includes (1) roundtrip airfare for two to Tokyo, Japan (up to \$2,500), and (2) \$1,500 towards travel expenses (the "Travel Expense Check"). The winner and their partner are free to explore Tokyo and the surrounding areas and encouraged to eat at the many ramen shops found across Japan.

Eligibility: The Menya Daruma Tokyo Trip Giveaway (the "Giveaway") is a sweepstakes open to all persons aged 21 or older who are residents of the United States. The Giveaway is not open to anyone who is not a resident of the United States. Participants must have a valid passport and email address. Employees of the Sponsor and its affiliates, employees of advertising agencies, their immediate families (spouse and parents, children and siblings, and their respective spouses) and individuals living in the same households of such employees, are ineligible. Any eligible individual participating in the Giveaway will be identified as a "Participant" in these rules.

1. Sweepstakes Period and Drawing Date:

Giveaway	Sweepstakes Open	Sweepstakes Close	Drawing
Tokyo Trip Giveaway	April 24, 2025 at 12:01 a.m.	Aug 31, 2025 at 11:59 p.m.	Sept 7, 2025

All times are Eastern Daylight Time. Sponsor's computer is the official time-keeping device for the Giveaway.

- To Enter:** No purchase is necessary to enter. To enter, Participants have two options to submit an Entry to the eligible Participant pool.
- Menya Daruma will post one (1) official Tokyo Trip Giveaway announcement to their official Instagram page (@menyadaruma) during the Sweepstakes Period. Eligible Instagram users must: (i) follow the Menya Daruma Instagram account, (ii) 'like' the Announcement Post,

and (iii) tag three (3) additional Instagram users on such Announcement Post in the comments section. Following the aforementioned three steps will entitle that Instagram user to one (1) entry to the Participant pool.

4. Persons can also gain additional entries to the Participant pool by dining at Menya Daruma or ordering carryout from www.menyanoodles.com during the Sweepstakes Period. All persons who submit an order over \$20 during the Sweepstakes Period using the Toast QR ordering system (dine-in orders) or Toast link (carryout orders) from Menya Daruma's website (www.menyanoodles.com) will qualify as one (1) entry to the Participant pool. There are no maximum entries per eligible participants during the Sweepstakes Period. Orders placed through third party delivery services are not eligible for an entry hereunder.

Entries must be received by 11:59 p.m. EST on the applicable Sweepstakes Close date. Any attempt by any person to obtain unauthorized entries or render those entries ineligible and disqualified. Participation must be by the Participant. Participants are required to provide truthful information, and Sponsor will reject any entry that it discovers to be false, fraudulent, or improperly made. Sponsor will disqualify any entry from individuals who do not meet the eligibility requirements.

5. **Drawing:** Sponsor will hold a random drawing for the Giveaway on the drawing date identified above. A random drawing from all eligible entries received will be conducted by Sponsor for the Giveaway. There will be one (1) potential winner per Giveaway, and the winner will be notified within five (5) business days after the random drawing takes place. Odds of winning depend on the total number of eligible entries received. Participants need not be present to win. The potential winner is subject to eligibility verification by Sponsor, whose decisions are final and binding. **A Participant is not a winner of any prize, even if notified of being a winner, unless and until the Participant's eligibility has been verified.**
6. **Prizes:** There will be one prize for the Giveaway. The winner of the Giveaway is responsible for any airfare costs in excess of \$2,500 and any other costs in excess of the \$1,500 Travel Expense Check, which is payable to winner in the form of a certified check delivered via FedEx or UPS to the address provided by winner. Any transportation to and from the airport, meals, upgrades, excursions, taxes, gratuities, and other charges are the sole responsibility of the winner. The winner is responsible for providing Sponsor will all information necessary for Sponsor to book travel on winner's behalf within six (6) months of winning the Giveaway, with such travel occurring no later than March 30, 2026. Any change fees or other costs associated with revising the travel booking entry shall be the responsibility of winner. No substitutions, cash equivalents, or transfers of prizes are permitted. Dates of travel are based on availability at time of booking, and travel restrictions may apply. Expiration dates will not be extended, and travel must be completed on or before the voucher expiration date. Seats on any desired flight are not guaranteed. Winner and guests must travel on the same itinerary and are responsible for

obtaining all required travel documents. If the travel guest is a minor, winner must be their parent/guardian, or be accompanied by their parent/guardian.

Giveaway	Prize	Prize Details
Tokyo Trip Giveaway to exceed \$2,500	Airfare for trip for two to Tokyo	Prize not \$1,500 Travel Expense Check Paid via certified check

- To Claim Prize:** Winners will be notified via email and/or phone and will be required to complete and sign an Affidavit of Eligibility, Liability Release, Publicity Release, and IRS Form W-9 (collectively, the "Required Documentation"). Winner must claim the prize and return the signed Required Documentation within thirty (30) days of notification. The potential winner will be disqualified and an alternate winner will be selected by random drawing from among the remaining eligible entries in the following circumstances: the potential winner cannot be contacted using the information provided or fails to respond to Sponsor's attempt to notify them of selection within fourteen (14) days; any notification is returned as undeliverable or yields an error of undeliverable type or "bounce back" email (regardless of whether the message is ultimately delivered to the recipient); Sponsor is unable to verify potential winner's eligibility; potential winner fails to sign and return the Required Documentation within the required time period or fails to comply with these Official Rules; a potential winner is unable or unwilling to accept the prize as stated; or the potential winner cannot be verified as eligible for any other reason. If a potential winner is disqualified for any reason, the next eligible entry drawn by Sponsor that is fully compliant with these Official Rules shall be deemed the winner, until the prize is awarded or until four (4) attempts have been made to award the prize and each attempt has failed. Sponsor will identify each potential winner and verify the potential winner's eligibility after the applicable Drawing date. Winner's guests must execute a Liability Release and Publicity Release prior to the issuance of travel documents. If a guest is under eighteen (18) years of age, a parent or a legal guardian must sign on behalf of such guest and accompany such minor guest.
- Conditions:** Payments of all federal, state, and local taxes in connection with a prize are solely the responsibility of the winner. Winner will be required to sign an IRS Form W-9 with the winner's full social security number or the equivalent. Failure to submit a Form W-9 upon request will result in forfeiture of the prize. Winnings of \$600 or more will be reported to the IRS. By participating in the Giveaway, winners agree to have their name, voice, likeness, photograph, statements, opinions, biographical information and/or

Giveaway entry used in any advertising or broadcasting material, whether relating to this Giveaway or otherwise, in any media, now known or hereinafter developed, in perpetuity, without additional notice, payment, or other compensation unless prohibited by law. Sponsor is not responsible for lost, stolen, mangled, misdelivered, illegible, incomplete or late entries, telephone or internet service outages, delays, equipment malfunctions, or any other technological difficulties that may prevent an individual from entering or claiming a prize. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process, the operation of Sponsor's website, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate, or modify the Giveaway if it is not capable of completion as planned for any reason outside Sponsor's control, including infection by computer virus, bugs, tampering, unauthorized intervention, change in law, or technical failures of any sort. In such event, Sponsors reserve the right, but not the obligation, to award any applicable prize from the entries submitted before the cancellation, suspension, or modification of the Giveaway.

9. Any attempt to undermine the operation of the Giveaway may be a violation of criminal and civil law, and, should such attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor reserves the right to substitute a prize of equal or greater value. Failure to comply with the Official Rules may result in Participant's disqualification solely at the discretion of the Sponsor. Sponsor is not responsible for typographical or other errors in the printing, the offering or the administration of the Giveaway, or in the announcement of the prize. In any case, the final winner of the prize will be determined, and the prize will be awarded, within a reasonable time after the end of the applicable Sweepstakes Close, except as agreed between Sponsor and winner. By participating in the Giveaway, Participants agree to receive the prize via mail. Accordingly, winner assumes the risk of loss in the mail. Sponsor is not responsible for the safe arrival of the prize. Sponsor is not responsible if potential winner does not receive their prize because erroneous, expired, canceled, fraudulent, or fake information was provided during the Giveaway. Only the prize set forth in these Official Rules will be awarded. If, through printing or production error, or for any other reason whatsoever, more prizes are claimed than intended and/or set forth in these Official Rules, Sponsor reserves the right to award only the stated number of prizes from all legitimate, unawarded, eligible prize claims.

10. **Indemnification; Limitation of Liability:** NEITHER SPONSOR NOR ITS AFFILIATES IS RESPONSIBLE FOR PRINTING OR TYPOGRAPHICAL ERRORS IN ANY GIVEAWAY-RELATED MATERIALS OR TRANSACTIONS THAT ARE PROCESSED LATE OR INCORRECTLY OR ARE LOST DUE TO COMPUTER OR ELECTRONIC MALFUNCTION. THE GIVEAWAY IS BEING MADE EXCLUSIVELY BY THE SPONSOR. SPONSOR IS NOT RESPONSIBLE FOR TECHNICAL, HARDWARE, SOFTWARE, INTERNET, OR TELEPHONE FAILURE OF ANY KIND, LOST OR UNAVAILABLE NETWORK CONNECTIONS OR FRAUD, INCOMPLETE, GARBLED, OR DELAYED COMPUTER TRANSMISSION WHETHER CAUSED BY SPONSOR, PARTICIPANT, USER, OR BY ANY OF THE EQUIPMENT OR PROGRAMMING ASSOCIATED WITH OR UTILIZED IN THE GIVEAWAY, OR BY ANY

TECHNICAL OR HUMAN ERROR WHICH MAY OCCUR IN THE PROCESS OF SUBMISSIONS WHICH MAY LIMIT A PARTICIPANT'S ABILITY TO PARTICIPATE IN THE GIVEAWAY. NEITHER SPONSOR NOR ITS AFFILIATES IS RESPONSIBLE FOR ANY DAMAGES OR INJURY INCURRED BY WINNER AND GUESTS AS A RESULT OF WINNING OR ARISING OUT OF A WINNER OR GUEST'S USE OR DISSATISFACTION WITH A PRIZE. **BY ENTERING, PARTICIPANTS AGREE TO RELEASE HOLD HARMLESS, DEFEND AND INDEMNIFY SPONSOR AND ITS AFFILIATES, AND EACH OF THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES AND AGENTS, AND ANY AND ALL OTHER COMPANIES ASSOCIATED WITH THE GIVEAWAY (COLLECTIVELY, THE "RELEASED PARTIES") AGAINST ANY AND ALL LIABILITY, DAMAGES, OR CAUSES OR ACTION (HOWEVER NAMED OR DESCRIBED), RELATED TO OR ARISING OUT OF (I) THE GIVEAWAY, (II) PARTICIPANT'S PARTICIPATION IN THE GIVEAWAY, AND (III) THE RECEIPT OR USE OR MISUSE OF A PRIZES AWARDED. POSSIBLE CLAIMS OR CAUSES OF ACTION INCLUDE, BUT ARE NOT LIMITED TO, INFRINGEMENT OF ANY RIGHT OF PUBLICITY OR INTELLECTUAL PROPERTY; THREATENED OR ACTUAL INJURY, LOSS, OR DAMAGE TO ANY PERSON, INCLUDING DEATH AND DISABILITY; DEFAMATION OR PORTRAYAL IN A FALSE LIGHT (INTENTIONAL AND UNINTENTIONAL); AND DAMAGE TO OR LOSS OF PROPERTY, ARISING OUT OF PARTICIPANT'S OR A GUEST'S PARTICIPATION IN THE GIVEAWAY OR RECEIPT OR USE OR MISUSE OF ANY PRIZE. IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE FOR OR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR PUNITIVE DAMAGES ARISING OUT OF THE GIVEAWAY.** If for any reason a Participant's entry is confirmed to have been voided or corrupted by any grossly negligent or willful act of the Sponsor, Participant's sole remedy is another entry in the Giveaway, subject to availability and provided that Giveaway has not then expired.

11. **Construction and Disputes:** Participants waive any right to claim ambiguity in these Official Rules. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of any entrant and Sponsor in connection with the Giveaway, shall be resolved individually, without resort to any form of class action. The Giveaway is subject to applicable federal, state, and local laws and regulations and are governed by, and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of the laws of any other jurisdiction. The invalidity or unenforceability of any provision of these rules shall not affect the validity or enforceability of any other provision. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including associated with entering the Giveaway, but in no event attorneys' fees. Sponsor reserves the right to correct clerical or typographical errors in the Giveaway materials or these Official Rules. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. **THE EXCLUSIVE JURISDICTION FOR ANY DISPUTE SHALL BE IN THE FEDERAL OR STATE COURTS LOCATED IN MECKLENBURG COUNTY, NORTH CAROLINA.**

12. **Use of Information and Communication with Participants:** Information supplied on entry forms may be included in Sponsor's promotional mailing and email lists. Participants who do not wish to receive promotional material from the Sponsor may check the box on the entry form or write to the Sponsor at the address given above. Sponsors will not sell participant information to any third parties. Opting out of receiving promotional material does not affect the chances of winning a prize. Even if a Participant indicates a desire not to receive promotional material, the Sponsor may still contact the Participant via Instagram, mail, or email with information about the Giveaway or these Official Rules.

13. **Official Rules and Name of Winner:** These Official Rules are available at www.menyanoodles.com/rules. Winners will be listed on the website after the applicable Drawing dates.