



A THRIVING NEIGHBORHOOD BY KAMEHAMEHA SCHOOLS

Honolulu Night Market Survey Giveaway **GIVEAWAY OFFICIAL RULES**

(“Giveaway Rules”)

NO PURCHASE NECESSARY

1. PROMOTION PERIOD:

The Our Kaka’ako (Kamehameha Schools) “*Honolulu Night Market Survey*” Giveaway (“Giveaway”), begins at 9:00 AM Hawai’i-Aleutian Standard Time (“HAST”) on Monday, November 4, 2024 and ends on Saturday, November 9, 2024, at 11:59 PM HAST (“Promotion Period”).

2. ELIGIBILITY:

The giveaway is open only to legal U.S. citizens (present in Honolulu, HI, during the Promotion Period) who are 18 years of age or older with parental consent and the age of majority as of November 4, 2024. No purchase necessary. The following individuals are ineligible to participate in the giveaway:

- A. Directors, officers, employees, and agents of Kamehameha Schools, Olomana Loomis ISC and their subsidiaries, affiliates, and advertising and promotional agencies.
- B. The immediate families of the group in section 2.A., including, but not limited to, their spouses, children, siblings, parents, in-laws, grandmothers, grandfathers, grandchildren and any spouse thereof.
- C. A person residing in the same household as any of the groups in sections 2.A. through 2.B.

3. SPONSOR:

The Sponsor is Olomana Loomis ISC, Inc. (“OLISC”), 900 Fort Street Mall, Ste. 1548, Honolulu HI 96813.

4. HOW TO ENTER:

- Entrants must take and complete the Honolulu Night Market survey.
- Winner must respond to an email from the Our Kaka’ako account within 48 hours of delivery.

- In the event of “no-response” from the first selected winner, an alternate winner will be chosen in substitution.

To enter without completing the survey, write your full name, daytime and evening telephone numbers, email address, valid residential address (no P.O. Box addresses) on a piece of paper and mail by 11:59 PM HAST on Saturday, November 9, 2024 to the Our Kaka’ako Info Center at 660 Keawe St, Honolulu, HI 96813. Each valid entry made on paper will be entered into the drawing and shall be voided thereafter. Mass produced, mechanically/digitally produced, machine printed, illegible or typewritten entries will not be accepted.

All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Sponsor will not be responsible for entries excluded or deemed ineligible due to reasons beyond their control, including, but not limited to, lost, late, mutilated, incomplete, illegible, or unintelligible entries, or technological failures of any kind, or reasons due to the method of delivery or service.

Entries are limited to one per person regardless of method of entry.

5. RANDOM DRAWING AND PRIZE:

Prize (“Prize”): There will be (4) prizes available:

Four (4) people will be selected to each receive one (1) \$25 gift card to Moku Kitchen

Winners will be selected in a random drawing conducted by Olomana Loomis ISC on or about Thursday, November 14, 2024 from among all eligible entries received. Odds of winning are dependent upon the number of eligible entries received. The potential winners will be notified via email. At the sole discretion of the Sponsor, an alternate winner may be drawn in the event Olomana Loomis ISC is unable to contact the potential winner or if the potential winner does not respond within 48 hrs of drawing or is ineligible. Winners are responsible for any and all federal, state and local taxes, if applicable, and must provide Olomana Loomis ISC, Inc. with valid identification before the prize may be awarded.

Prize cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitution at its sole discretion if the advertised prize becomes unavailable. Winner is responsible for any loss of prize after it has been delivered. Sponsor will not replace any lost or stolen prize. Olomana Loomis ISC will arrange for the prizes to be delivered to the winners.

6. GENERAL:

By entering the Giveaway, you agree: (a) to be bound by the Giveaway Rules; (b) to release and hold harmless the Sponsor (Olomana Loomis ISC, Our Kaka’ako, Kamehameha Schools) including their stockholders, directors, officers, employees, subsidiaries, agents, prize suppliers, and representatives from any liabilities, claims, damages, or losses arising out of or relating in any way to the acceptance, use, misuse, or possession of any prize received in the Giveaway; and (c) to allow Sponsor to use, without additional compensation, notice, stipulation, or

approval, your name or photo and/or likeness and other personal information for advertising or publicity purposes in any media; and (d) to bear sole responsibility for any taxes or other liabilities and obligations resulting from the acceptance and use of any prize.

Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in their sole discretion and in the event of cancellation, prizes will be awarded via a random drawing from among all eligible online entries received prior to cancellation and all eligible paper entries received. Inaccurate, fraudulent, or falsified entries or failure to comply with the Giveaway rules may result in disqualifications or forfeiture of prize at the sole discretion of Sponsor.

SPONSOR, OUR KAKA'AKO, AND KAMEHAMEHA SCHOOLS ARE NOT RESPONSIBLE IF PRIZE CANNOT BE AWARDED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS DUE TO ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, FIRE, FLOOD, EARTHQUAKE OR OTHER CASUALTY, TERRORISM, WAR, INSURRECTION, RIOT, CIVIL DISORDER, UNREST OR DISTURBANCE, MARTIAL LAW OR OTHER GOVERNMENTAL RESTRICTIONS, INCLUDING RATIONING, PANDEMICS, EPIDEMICS, FAILURE OF FACILITIES OR SYSTEMS, ANY NATURAL OR MAN-MADE DISASTER OR OTHER CAUSE OF LIKE NATURE THAT IS BEYOND THE REASONABLE CONTROL OF SPONSOR.

Neither Sponsor, Our Kaka'ako, nor Kamehameha School will provide any warranties or guarantees with respect to the prizes, expressed or implied, including, but not limited to, the implied warranties or guarantees of merchantability, appropriateness, fitness for a particular purpose, competency, safety, or security of the prizes.

If any provision of the Giveaway Rules is held to be unenforceable, it will be modified so that it is enforceable to the maximum extent permitted under applicable law and all other terms will remain in full force. If the unenforceable provision cannot be so modified, it will be excluded from the Giveaway Rules, and all other terms of the Giveaway Rules will remain in full force.

The Giveaway Rules may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and consented to by the Sponsor. No failure or delay of Olomana Loomis ISC, Inc., in exercising any right, power, or privilege hereunder shall operate as a waiver of any such right, power, or privilege; no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise thereof; and no waiver of any of the provisions of the Giveaway Rules shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall constitute a continuing waiver.

The Giveaway Rules shall be construed, governed and enforced in accordance with the laws of the State of Hawai'i without giving effect to principles of conflict of laws. This Giveaway is void outside Hawai'i and where prohibited or restricted by law, and subject to all applicable federal, state, and local laws. Some restrictions may apply.

Disputes: Except where prohibited by law, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Giveaway or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Hawai'i or the appropriate state court located in Hawai'i; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket

costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (c) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, 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 the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Hawai'i, without giving effect to any choice of law or conflict of law rules (whether of the State of Hawai'i or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawai'i.

Privacy: Information collected from entrants is subject to the Privacy Policy of Our Kaka'ako, an entity of Kamehameha Schools, which can be found at the following URL:

<https://www.ksbe.edu/terms-and-conditions>

7. OFFICIAL RULES AND PRIZE WINNERS LIST:

For a copy of the Official Rules, visit **www.ourkakaako.com/giveaway-terms-conditions**. For prize winners' list, send a self-addressed, stamped envelope to be received by November 14, 2024 to: Attn: *"Our Kaka'ako Honolulu Night Market Survey Giveaway, c/o Olomana Loomis ISC, 900 Fort Street Mall, Suite 1548, Honolulu, HI 96813.*