

## **Kapālama Kai**

### **“Thankful 2024 Instagram Giveaway”**

#### **SWEEPSTAKES OFFICIAL RULES**

#### **(“Sweepstakes Rules”)**

#### **NO PURCHASE NECESSARY**

#### **1. PROMOTION PERIOD:**

The Kapālama Kai (“Kapālama Kai”) “*Thankful 2024 Instagram Giveaway*” Sweepstakes (“Sweepstakes”), begins at 8:30 AM Hawai’i-Aleutian Standard Time (“HAST”) on Wednesday, November 13, 2024 and ends at 11:59 PM HAST on Sunday, November 24, 2024 (“Promotion Period”).

#### **2. ELIGIBILITY:**

The Sweepstakes is open only to legal U.S. citizens (present in Honolulu, HI) who are 18 years of age or older as of November 13, 2024. No purchase necessary and need not be present to win. The following individuals are ineligible to participate in the Sweepstakes:

- 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:**

Social Media: This method of entry will be available by visiting the Kapālama Kai Instagram (@kapalamakai) and following the directions provided below to qualify as a valid entry.

- Participants must be following the @kapalamakai account on Instagram in addition to @hawaiimovelab, @islandpopper, @zippys, @paifoundation
- “Like” the promotional Instagram post
- “Comment” on the @kapalamakai giveaway post during the promotional period.
- Every one (1) Instagram comment on the giveaway post by a follower of the five Instagram accounts mentioned above earns one (1) entry.

Unlimited entries are allowed per person, for the duration of the Sweepstakes Period, regardless of method of entry. Ineligible entries received from any person will be void. All entries become the property of Sponsor and will not be acknowledged or returned.

## 5. RANDOM DRAWING AND PRIZE:

Prize ("Prize"): There will be (1) prize available:

One (1) winner will be selected to receive one (1) Prize Pack valued at approximately \$218. One winner will be chosen November 25, 2024 at 9:00 a.m. HAST.

- Prize Pack: Two (2) Zippy's \$25 Gift Cards (\$50), One (1) Island Popper Popcorn Bundle (\$33), One (1) Hawai'i Move Lab Contrast Therapy Cold Plunge/Sauna Session (\$70), One (1) 2025 Lunar Planner from PA'I Foundation (\$50), and One (1) Kapālama Kai Swag Bundle (T-shirt, color-changing cup, pen) (\$15).

Winner will be selected in a random drawing conducted by Olomana Loomis ISC on Monday, November 25, 2024 from among all eligible entries received during the promotional period (Wednesday, November 13, 2024 through Sunday, November 24, 2024). Odds of winning are dependent upon the number of eligible entries received. The potential winner will be notified via Instagram direct message (DM) from the @KapalamaKai Instagram account using the contact information pulled from the potential winner's submitted entry on Monday, November 25, 2024. At the sole discretion of the Sponsor, an alternate winner may be drawn in the event Olomana Loomis ISC does not receive a response from the winner within 24 hours. Winner is responsible for any and all federal, state and local taxes, if applicable, and must provide Olomana Loomis ISC with valid identification before the prize will 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 prize to be made available for pickup in Kapālama Kai on a date before November 29, 2024 between the hours of 8:00 a.m. HAST and 5:00 p.m. HAST.

## 6. GENERAL:

By entering the Sweepstakes, you agree: (a) to be bound by the Sweepstakes Rules; (b) to release and hold harmless Sponsor, 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 prize received in the Sweepstakes; 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 prize.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, 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 Sweepstakes, as determined by Sponsor in their sole discretion and in the event of cancellation, prize will be awarded via a random drawing from among all eligible entries received prior to cancellation.

Inaccurate, fraudulent, or falsified entries or failure to comply with the Sweepstakes rules may result in disqualifications or forfeiture of prize at the sole discretion of Sponsor.

SPONSOR AND KAMEHAMEHA SCHOOLS IS 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.

Sponsor will not provide any warranties or guarantees with respect to the prize, expressed or implied, including, but not limited to, the implied warranties or warranties of merchantability, appropriateness, fitness for a particular purpose, competency, safety, or security of the prize.

If any provision of the Sweepstakes 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 Sweepstakes Rules, and all other terms of the Sweepstakes Rules will remain in full force.

The Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes, 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 Sweepstakes, 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 Kapālama Kai, 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 [kapalamakai.com](http://kapalamakai.com). For prize winners' list, send a self-addressed, stamped envelope to be received by November 24, 2024 to: Attn: "*Kapālama Kai 2024 Instagram Thankful Giveaway*", c/o Olomana Loomis ISC, 900 Fort Street Mall, Suite 1548, Honolulu, HI 96813.

**Thank you for entering the Sweepstakes and participating in the  
Kapālama Kai 2024 Instagram Thankful Giveaway!**