



**ISLANDS OFFICIAL
HAWAII SWEEPSTAKES**

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED.

- 1) HOW TO ENTER:** There are a couple ways to enter the Islands Hawaii Sweepstakes (“Sweepstakes”). There is a limit of one (1) entry per person, per day, regardless of email address used. Total entries per participant shall not exceed 20. Entries received from any person and/or email address in excess of this stated limitation will be void. Incomplete entries will not be eligible. Entries become the exclusive property of the Sponsor and will not be returned. Normal Internet access and usage charges imposed by your on-line service provider will apply.

A participant can sign up and visit an Islands restaurant as a Rewards Member. To sign up for the Islands Reward App and become a Rewards Member, you can visit: <https://www.islandsrestaurants.com/rewards> and follow the directions. New Reward Members of the Islands Reward App receive 1 entry for their Rewards account sign-up and can receive an additional 19 entries upon later restaurant visits during the Promotion Period. Current Islands Rewards Members must visit an Islands restaurant 20 times to max out their entries.

Another way a participant can enter the Sweepstakes is to mail a legibly handwritten, self-addressed, stamped envelope or postcard to the following address within the Promotion Period: Islands Restaurants ATTN: Marketing Hawaii Sweepstakes 5750 Fleet Street, Suite 120, Carlsbad, CA 92008. All handwritten, self-addressed entries must include the participant’s full, legal name, email address, date of birth (to validate age requirements) and a valid phone number.

- 2) PROMOTION PERIOD:** November 5, 2018 at 10:00 A.M. through December 31, 2018 at 11:59 P.M. (PDT). The computer clock of the Sponsor is the official timekeeping device for the Sweepstakes. One (1) random drawing will be performed on or about January 7, 2019, from among all eligible entries received throughout the Promotion Period, to award one (1) Grand Prize (the “Grand Prize”), as detailed below.
- 3) GRAND PRIZE:** Enter to win a free 5-day trip to Oahu, Hawaii for yourself and one friend through your Islands Rewards account. The Sweepstakes winner will be announced on January 7, 2019, following the Promotion Period. The Prize winner will be chosen at random from all eligible entries received during the Promotion Period. No substitution, cash redemption or transfer of the Grand Prize is allowed. The Grand Prize winner, once confirmed, will receive a five (5) day/four (4) night trip package for the Grand Prize winner and one (1) guest to Oahu, Hawaii. The Grand Prize trip package includes the following details: (a) Trip package includes roundtrip coach-class air transportation for two from the major airport nearest winner's home (determined by Sponsor in its sole discretion) to Oahu, Hawaii; (b) hotel accommodations at the Prince Waikiki (<https://www.princewaikiki.com/>) for four (4) nights (based on standard room double occupancy



rates); and (c) one checked bag per guest, as determined by Sponsor. **ARV of the entire Grand Prize package is two thousand and five hundred USD (\$2,500).**

4) GENERAL INFORMATION:

- ISLANDS RESTAURANTS, L.P. (“Islands or Sponsor”) is the official timekeeper.
- Odds of winning will depend on the number of entries received. Participants are allowed up to 20 entries.
- The Grand Prize winner will be chosen at random.
- The Sweepstakes is solely sponsored by Islands.

5) GRAND PRIZE CONDITIONS:

- You must be at least eighteen (18) years of age as of the date of entry, and you must be a legal resident of the fifty (50) United States or Washington, DC. Void everywhere else outside the U.S. or where otherwise prohibited or restricted by law.
- The Sweepstakes is subject to all federal, state, and local laws.
- By entering the Sweepstakes, participants are bound by and agree to the Official Rules, and the decisions of Sponsor, which are final and binding in all matters related to this Sweepstakes.
- All Grand Prize details, including the selected destination city, are subject to Sponsor’s sole discretion and final approval.
- Departure date must not be later than 365 days after winner has been notified of the prize. Once booked, any changes made to the booking may incur a cancellation fee or amendment fee, at the cost of winner. If Grand Prize winner is unable to travel upon agreed upon dates, the Grand Prize may be subject to forfeit.
- Trip is subject to air/hotel availability with a minimum of 72 hours advance booking, the vagaries of flight variation, work stoppages, schedule or route changes, holiday and blackout dates, and any other travel conditions/restrictions that may apply.
- Grand Prize is non-transferable, and Sponsor reserves the right to substitute the Grand Prize (or a portion thereof) with another prize of greater or comparable value, as determined by Sponsor.
- It is the responsibility of the Grand Prize winner and guest to be in possession of all necessary travel documentation (e.g., ID, valid passport (if applicable) at the time and place of departure, or those portions of the Grand Prize may be forfeited.
- Actual value of Grand Prize depends on any fluctuations in current market conditions at time of prize fulfillment and the location of winner’s residence/selected destination city. Any difference between the stated ARV and the actual value, if any, will not be awarded.
- All other expenses relating to acceptance of the Grand Prize not explicitly stated herein, including but not limited to, taxes, additional meals, gratuities, etc., are solely the responsibility of the Grand Prize winner. Complete terms and conditions of Grand Prize trip will be furnished with prize notification and/or further correspondences. Travel will be made through Sponsor’s agent on a carrier of Sponsor’s choice. Sponsor reserves the right to structure the travel route and select hotels in their sole discretion.
- Grand Prize trip may not be combined with any other offer and travel may not qualify for frequent flyer miles.



- Grand Prize winner and his/her guest must travel together at the same time and/or on the same itinerary.
- Sponsor will not replace any lost or stolen tickets, travel vouchers, or certificates. Once travel commences, no unscheduled stopovers are permitted; if an unscheduled stopover occurs, full fare will be charged from stopover point for the remaining segments, including return.
- If Grand Prize winner resides within a 100-mile radius of the selected destination city, ground transportation may be provided in lieu of air transportation, and no compensation or substitution will be provided for difference in prize value.
- Sponsor will furnish an Internal Revenue Service Form 1099 to the Grand Prize winner for the actual retail value of the Grand Prize for the tax year in which Grand Prize trip is taken.
- The Sponsor shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations including any results thereof such as changes in services or accommodations necessitated by same.
- If any portion of the Grand Prize is unable to take place as planned, for any reason, including but not limited to, cancellation, scheduling conflicts or an event of force majeure, that portion of the prize will be forfeited, the remaining components of the Grand Prize will be awarded and Sponsor's obligation to the winner will be deemed fulfilled, and no other additional compensation will be provided.
- Grand Prize conditions may be added or modified by companies providing those portions of the Grand Prize. Merchandise is awarded "AS IS" and WITHOUT WARRANTY OF ANY KIND, express or implied, including, without limitation, any implied warranty of merchantability or fitness for a particular purpose. All guarantees and warranties on merchandise prizes are subject to the manufacturer's terms and conditions, and winners agree to look solely to said manufacturers for any such warranty or guarantee claim.

6) RANDOM DRAWING & NOTIFICATION/ACCEPTANCE: One (1) potential Grand Prize winner will be selected in a random drawing, which will be held on or before January 7, 2019, from among all eligible entries received throughout the Promotion Period. Sponsor will conduct the drawing. The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. The odds of winning the Grand Prize are dependent upon the total number of eligible entries received throughout the Promotion Period. The potential Grand Prize winner must comply with these Official Rules as published to accept the Grand Prize and be confirmed as the official Grand Prize winner. Sponsor will notify the potential Grand Prize winner by phone, email, and/or overnight mail, on or about one (1) business day after the random drawing is performed. Upon notification or notification attempt, potential Grand Prize winner will be required to execute and return an affidavit of acceptance, eligibility, liability and publicity release (where legal), within five (5) days of such notification or notification attempt (or less if specified by Sponsor upon notification or in the release documents, due to exigencies) or the Grand Prize will be forfeited and an alternate potential Grand Prize winner, who will be selected in a random drawing from among remaining eligible entries, if any, will be notified by phone, email, and/or overnight mail. Sponsor will attempt to contact the potential Grand Prize winner two (2) times. If notification attempts for the potential Grand Prize winner fail for any reason, or if the potential Grand Prize winner does not comply with these Official Rules, such prize will be forfeited, and an alternate potential Grand



Prize winner will be selected from among remaining eligible entries, if any. The Grand Prize winner's guest will later be required to execute a liability release form prior to travel. Acceptance of the Grand Prize constitutes permission for the Sponsor and its designees to use Grand Prize winner's and the guest's name, voice, actual or simulated likeness, opinions, and biographical information in connection with the Sweepstakes and show, and the exploitation thereof (including, without limitation, for advertising and promotional purposes) in perpetuity, throughout the universe, in all media whether now known or hereafter devised, without additional compensation, unless prohibited by law.

- 7) **LIMITATIONS OF LIABILITY:** Entrants, by participating in the Sweepstakes, release and agree to hold the Sponsor harmless from and against any and all liability, claims, or actions, of any kind whatsoever, for any injuries, losses or damages, of any kind to persons (including death and bodily injury) and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize, including participating in this Sweepstakes or in any Sweepstakes-related activity, whether sponsored, held by, or paid for by a third party or by Sponsor. Each entrant agrees to indemnify Sponsor from all liability resulting or arising from the Sweepstakes and to hereby acknowledge that Sponsor have neither made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Grand Prize herein. Additionally, the Sponsor is not responsible for late, lost, stolen, incomplete, misdirected, garbled, damaged, delayed or undelivered entries; or for any virus contracted by an entrant's computer through participation in the Sweepstakes, for any incorrect or inaccurate information, whether caused by computer or Internet malfunction or interference, tampering, manipulation, weather or natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assume no responsibility for any error, omission, interruption, deletion, defect or delay in operation; or for failed computer, satellite, telephone, wireless or cable transmissions, lines or technical failure or jumbled, scrambled, delayed or misdirected transmissions, technical error, theft or destruction, or unauthorized or unauthorized access. Sponsor is not responsible for other errors or difficulties of any kind whether human, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Sweepstakes, including, without limitation, errors or difficulties which may occur in connection with the administration of the Sweepstakes, the processing of entries, the notification of the potential Grand Prize winner, or in any Sweepstakes-related materials. The Sponsor is not responsible for lost, interrupted or inaccessible or unavailable network, server, wireless service, Internet Service Provider (ISP), website, or other connections or any combination thereof. Sponsor reserves the right, at its sole discretion, to disqualify any individual it suspects of tampering with the entry process or the operation of the Sweepstakes, to be acting in violation of the Official Rules, or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any person or entity. Any use of robotic, automatic, macro, programmed or like entry methods or third-party software or website or any other devices which subvert the entry process will void all entries by such methods, and disqualify any entrant using such methods. **CAUTION:** ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR APP OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. If, for any reason, the Sweepstakes is not capable of running as planned by reason of, but not



limited to, tampering, unauthorized intervention, fraud, technical failures, virus, bug, worms, unauthorized human intervention, or any other causes which Sponsor, in the sole opinion of Sponsor, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes and post notice of the action where they deem fit. If Sponsor terminates the Sweepstakes prior to the end of the Promotion Period, Sponsor will select the potential Grand Prize winner in a random drawing from among all valid, non-suspect, eligible entries received prior to termination, if any, or as otherwise may be deemed fair and equitable by Sponsor.

UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANTS HEREBY WAIVE ALL RIGHTS TO CLAIM, PUNITIVE, INCIDENTAL, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER. IN NO EVENT SHALL SPONSOR BE LIABLE TO ANY ENTRANT OR WINNER FOR DAMAGES THAT EXCEED THE VALUE OF THE PRIZE TO BE AWARDED TO THE INDIVIDUAL ENTRANT IN THIS SWEEPSTAKES. SPONSOR'S FAILURE TO ENFORCE ANY PROVISION IN THESE OFFICIAL RULES WILL NOT BE DEEMED A WAIVER OF SUCH.

8) OFFICIAL RULES: By entering the Sweepstakes, entrants hereby agree to be bound by these Official Rules and the decisions of Sponsor, which shall be final and binding in all respects. Entries will be declared made by the Authorized Account Holder of the e-mail address associated with the Rewards account. In the event of a dispute over the identity of the selected winner, the natural person who is the Authorized Account Holder of the email address used to create the account/account owner will be declared the potential Grand Prize winner. "**Authorized Account Holder**" of an e-mail address is defined as the natural person who is assigned to an email address by an Internet Access provider, online service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning email addresses for the domain associated with the submitted email address. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.

9) SPONSOR: Islands Restaurants, L.P., 5750 Fleet Street, Suite 120, Carlsbad, CA 92008.