



**ISLANDS OFFICIAL
FULL KONA PIE GIVEAWAY
INSTAGRAM SWEEPSTAKES 2021**

OFFICIAL RULES

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

- 1) HOW TO ENTER:** An Instagram account is required to enter (accounts are free). Follow, Like, comment and mention a friend on specified Instagram post (the “**Sweepstakes**”) to be entered into the Sweepstakes. You will receive additional entries for each comment and mention that you leave on the specified post posted by @IslandsBurgers. Entry per person (per Instagram account) has no cap. You must become a follower of @IslandsBurgers Instagram account.

- 2) PROMOTION PERIOD:** The Sweepstakes begins on January 23, 2022 11:00 a.m. (“PDT”) and ends on January 30, 2022 at 11:59 p.m. PDT (the “**Promotion Period**”).

- 3) PRIZE:** Three (3) Prize winners will be chosen at random from all eligible entries received during the Promotion Period. Each prize winner, once confirmed to be eligible, will receive a full-sized Kona Pie. Each prize has an estimated cash value of \$50. No substitution, cash redemption or transfer of each prize awarded is allowed.

- 4) GENERAL INFORMATION:**
 - ISLANDS RESTAURANTS, LLC (“**Islands or Sponsor**”) is the official timekeeper.
 - Odds of winning will depend on the number of entries received.
 - Three (3) winners will be chosen at random.
 - The Sweepstakes is solely sponsored by Islands. **The Sweepstakes is not sponsored, administered or endorsed by INSTAGRAM (the “Media Entity”).** Void where prohibited.

5) ELIGIBILITY:

- You must be at least eighteen (18) years of age, and you must be a legal resident of Arizona or California. Winners will be asked to prove both eligibility requirements stated above.

6) PARTICIPANTS: By your participation in the Sweepstakes, you agree to be bound by all rules related to the Sweepstakes, and (a) you grant to Islands a perpetual, unlimited, non-exclusive, worldwide, royalty-free license to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in any Instagram photo you tag as entry into Sweepstakes; and (b) you certify that any person pictured in any tagged Instagram photo authorizes Islands to use, copy, print, display, reproduce, modify, publish, post, transmit and distribute the photo and any material included in such photo; and (c) you agree that Sponsor and the Media Entity shall not be responsible or liable for, and are hereby released from, any and all costs, injuries, losses or damages of any kind, including, without limitation, death and bodily injury, due in whole or in part, directly or indirectly, to participation in the Sweepstakes or any Sweepstakes-related activity, or from entrants' acceptance, receipt, possession and/or use or misuse of any prize.

7) RESTRICTIONS:

- Employees, officers, and directors (including immediate family members, spouses, parents, children, siblings, and their respective spouses) of Islands are not eligible to participate in the Sweepstakes.
- To be eligible, any tagged photo, comment or mention on Instagram must not be obscene, indecent, or otherwise offensive (as determined by Islands); must not defame or invade the publicity or privacy rights of any person, living or deceased; infringe, violate or misappropriate any person's or entity's personal or proprietary rights; be owned by a third-party and/or be subject to any restriction or right that would in any way limit Islands' right to use the entry as permitted under these Sweepstakes Rules; and must adhere to the Instagram Terms of Use set forth at <http://instagram.com/about/legal/terms/>.
- Failure to comply with these rules, as determined by Islands, in its sole discretion, is grounds for automatic disqualification from the Sweepstakes. Islands reserves the right in its sole discretion to disqualify any individual suspected of tampering with the entry process or the operation of the Sweepstakes.
- The Sweepstakes is subject to all applicable federal, state and local laws, rules, and regulations. ANY ATTEMPT BY A USER OR ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS

(INCLUDING WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

- 8) NOTIFICATION:** The potential winners will be notified via Instagram on January 31, 2022 by 11:59 p.m. (PDT). The winner will be required to privately provide his or her name, address, age, and other personal information necessary to receive the Prize. The potential winners may be required to verify ownership of the winning Instagram account. The potential winners must respond to Islands within two (2) days of being declared a potential winner. Failure to respond within two (2) days may result in the potential winner being disqualified and an alternate winner selected. A prize will not be awarded until all such properly executed forms are returned. All federal, state, local, or other tax liabilities, including but not limited to income taxes or like amounts in connection with a Winner's award, acceptance, or use of a prize arising from this Sweepstakes will be the sole responsibility of the Winner. Prize 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.
- 9) GOVERNING LAW/VENUE:** The laws of the State of California, USA apply to and govern this Sweepstakes. By entering the Sweepstakes, Entrants hereby submit to the jurisdiction and venue of the federal and state courts located in San Diego County, California, United States and waive the right to have disputes arising out of the subject matter hereof adjudicated in any other forum.
- 10) 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, whether caused by negligence or not, 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 and against all liability arising out of, relating to, or resulting from any act or omission of Sponsor related to the Sweepstakes and to hereby acknowledge that Sponsor has neither made nor is in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize herein. Additionally, 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, interference, tampering, manipulation, weather, natural disaster, acts of war, or by any of the equipment or programming associated with or utilized in the Sweepstakes, and assumes 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, jumbled, scrambled, delayed, or misdirected transmissions, technical error, theft, destruction, or unauthorized access.

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.

11) 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 Instagram Account or the self-addressed, stamped card sent to instructions above. In the event of a dispute over the identity of the selected winner, the natural person who is the Authorized Instagram Account Holder of the email address used to create the account/account owner or the person who mailed in and was chosen from a self-addressed, stamped post card, will be declared the potential 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.

12) SPONSOR: Islands Restaurants, LLC, 5760 Fleet Street, Suite 100, Carlsbad, CA 92008.