

The Great Hawaiian Host-ess Search Official Rules

NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. Eligibility

The Great Hawaiian Host-ess Search (the “Contest”) is open only to legal residents of Hawaii who are eighteen (18) years or older at the time of entry. Void where prohibited by law. Employees of Hawaiian Host, Inc. and Hendrix Miyasaki Shin Advertising, Inc. or any of their respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Contest and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Contest is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor and Administrator

Sponsor: Hawaiian Host, Inc., 500 Alakawa Street, Suite 111, Honolulu, HI 96817. Administrator: Hendrix Miyasaki Shin Advertising, Inc., 1580 Makaloa Street, Suite 945, Honolulu, Hawaii 96814.

3. Timing - Submission Period

The Contest begins on August 13, 2012 at 12:00 a.m. Hawaii-Aleutian Standard Time (“HST”) and ends on October 31, 2012 at 11:00 p.m. HST (the “Submission Period”) Sponsor’s computer is the official time keeping device for this Contest.

4. How to Enter

During the Submission Period you can enter through The Great Hawaiian Host-ess Search Contest application tab on the Hawaiian Host, Inc. Page (facebook.com/pages/Hawaiian-Host). In order to access The Great Hawaiian Host-ess Search Contest tab, you must first “like” (or have previously “liked”) the Hawaiian Host Page. To register for the Contest you must provide your name, address, age and email address. Then you’ll be able to upload photo(s) of yourself that show why you should be the next Hawaiian Hostess (the “Photo”). You may submit more than one Photo for a single entry, up to a maximum of 5 Photos. If you want to submit more than one Photo you must upload each individually. It is required that one Photo be a headshot and suggested that another Photo be a full body shot. Limit of one (1) entry per person during the Submission Period. Multiple participants are not permitted to share the same email address or Facebook account. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected uploads, which will be disqualified.

Photo Requirements

Photo must only contain one individual, the entrant. Photo must be the original work of the entrant; must not have won previous awards; must not have been used publicly previously by any third party; must not infringe any third-party’s rights; must be suitable for publication (i.e., may not be obscene or indecent); must not contain obscene or pornographic material; must not invade privacy, publicity or other rights of any person, firm or entity; must not in any other way violate applicable laws and regulations; must not contain any reference to any third party trademarks, names or third party logos; and must not contain any copyrighted works owned by third parties. All Photos will be reviewed for content eligibility and compliance with these Official Rules before being judged. Photos containing prohibited material or inappropriate content, as determined by the Sponsor, in its sole discretion, may be disqualified. Sponsor makes the final determination as to what Photos are eligible to take part in this Contest. Submission of a Photo grants Sponsor and its agents the unconditional, irrevocable, worldwide

right to publish, use, adapt, edit and/or modify such Photos in any way, in any and all media, without limitation, and without consideration to the entrant, whether or not such entry is selected as a winning entry. BY SUBMITTING THE ORIGINAL PHOTO, THE ENTRANT REPRESENTS AND WARRANTS THAT HE/SHE HAS ALL RIGHT, TITLE AND INTEREST NECESSARY TO GRANT THE SPONSOR THE WORLDWIDE, IRREVOCABLE AND UNRESTRICTED RIGHT AND LICENSE TO ADAPT, PUBLISH, USE, EDIT, AND/OR MODIFY SUCH ENTRY IN ANY WAY AND POST THE ORIGINAL PHOTO ON THE INTERNET OR USE THE ORIGINAL ENTRY IN ANY OTHER WAY AND AGREES TO INDEMNIFY AND HOLD SPONSOR AND ADMINISTRATOR HARMLESS FROM ANY CLAIMS TO THE CONTRARY.

5. Finalist Selection

All Photos will be judged by a panel of qualified judges (“Judges”) to select nine (9) finalists. The Photos will be judged solely on the following criteria: Best exemplifies the spirit of Hawaiian Host. The nine (9) individuals whose entry earns the highest overall score will have the opportunity to compete for the grand prize. All Photos will be displayed and available for public voting between August 13, 2012 and October 31, 2012 on The Great Hawaiian Host-ess Search Contest application tab. The Entrant that receives the most votes (based on all of her Photos) will also be a finalist. Entrants agree that the Sponsor, Administrator and judges have the sole right to decide all matters and disputes arising from this Contest and that all decisions of Sponsor, Administrator and judges are final and binding. Judges will be fair and impartial. Decisions of the judging panel will be final. Judging to determine the finalists will be complete on or about November 7, 2012.

6. Verification of Potential Finalists and Selection of Grand Prize Winner

The potential finalists must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential finalists will be notified by email, telephone, on or about November 14, 2012. The potential finalists will be required to respond to the Sponsor or Administrator, within five (5) days of the date notice is sent acknowledging that they want to be a finalist. If the potential finalist cannot be contacted, fails to respond within the required time period or if the notification is returned as undeliverable, potential finalist forfeits their opportunity to be a finalist. All finalists are subject to a background check (including, without limitation, civil and criminal court records and police reports). Sponsor reserves the right in its sole discretion to disqualify any finalist if the results of such background check reveals that the entrant would reflect negatively on Sponsor or any of its related or affiliated companies, employees, or affiliates. Finalists will be required to sign all documents that allow for such background search.

All finalists will be required to come to the Sponsor’s office for a personal interview. The interview will last approximately 30 minutes. The interview will be conducted at the Sponsor’s office at 500 Alakawa Street, Suite 111, Honolulu, HI 96817. The interview will be scheduled at a date and time that is mutually convenient but will be between November 26, 2012 and December 14, 2012. The one finalist that best exemplifies the spirit of Hawaiian Host will be the potential grand prize winner. The potential grand prize winner will be contacted on or about December 21, 2012.

7. POTENTIAL CONTEST WINNER IS SUBJECT TO VERIFICATION BY SPONSOR AND ADMINISTRATOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST.

8. Verification of Grand Prize Winner

Potential grand prize winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements of the Official Rules. The potential grand prize may be required to sign and return to Sponsor, within five (5) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) as well as other document required by the Sponsor in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the document within the required time period or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner who received the next-highest score.

9. Prizes

- One (1) grand prize will be awarded. The grand prize winner will be displayed in at least one advertising material for the Sponsor's product. At the Sponsor's sole discretion, the grand prize winner may have the opportunity to be displayed or featured on more campaigns or even the Sponsor's product(s). This aspect of the grand prize has no retail value. The grand prize winner will also receive five hundred dollars (\$500) and one year's worth of Hawaiian Host Scenic Chocolate (one case per month for 12 months). The approximate retail value one year's worth of Hawaiian Host Scenic Chocolate is \$1,800.
- Nine (9) finalist prizes will be awarded. Each finalist will receive one case of Hawaiian Host Scenic Chocolate. The approximate retail value of the finalist prize is \$150.

For all prizes: No cash equivalent for the prize, prize is non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion.

10. Entry Conditions and Release

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Administrator which are binding and final in all matters relating to this Contest; (b) release and hold harmless the Sponsor, Administrator, Facebook and each of their respective parents, subsidiaries, and affiliated companies, the prize suppliers, and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Contest, and all of their respective past and present officers, directors, employees, agents, successors, assigns, and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Contest, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor, Administrator, Facebook, and their respective officers, directors, employees, agents, successors and assigns from and against any and all claims, expenses, and liabilities (including reasonable attorneys fees) arising out of or relating to an entrant's participation in the Contest and/or entrant's acceptance, use or misuse of prize. Released Parties shall not be liable or responsible in the event any winner's Photo is not used for any reason. Photos may be cut, edited, reformatted, rearranged, combined with other materials and/or otherwise modified, in Sponsor's sole and absolute discretion. Participation in Contest and acceptance of prize constitutes each winner's permission for Sponsor to use his/her name, address (city and state), likeness, photograph, picture, portrait, voice, biographical information, Photo and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law.

11. Publicity

Except where prohibited, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

12. General Conditions

Sponsor and/or Administrator reserves the right to cancel, suspend and/or modify the Contest, 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 Contest, as determined by Sponsor and/or Administrator in its sole discretion, or in the event an insufficient number of entries are received that meet the minimum judging criteria. Sponsor and/or Administrator reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor and/or Administrator reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor and/or Administrator's failure to enforce any term of these Official Rules shall

not constitute a waiver of that provision. In the event of a dispute as to any registration, the authorized account holder of the email address used to register will be deemed to be the registrant or entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

13. Limitations of Liability

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error which may occur in the administration of the Contest or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant’s participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant’s entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant’s sole remedy is another entry in the Contest, provided that if it is not possible to award another entry due to discontinuance of the Contest, or any part of it, for any reason, Sponsor and/or Administrator, at its discretion, may select the winners from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor and/or Administrator reserves the right to award only the stated number of prizes by selecting the winners from among all legitimate, unawarded, eligible prize claims.

14. Disputes

Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, other than those concerning the administration of the Contest or the determination of winners, shall be resolved individually, without resort to any form of class action; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Hawaii State Court located in Honolulu County, Hawaii; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys’ fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. 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 and/or Administrator in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Hawaii, without giving effect to any choice of law or conflict of law rules (whether of the State of Hawaii or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawaii.

15. Entrant’s Personal Information

Information collected from entrants is subject to the Sponsor’s [Privacy Policy](#).

16. Contest Results

Winner List requests will only be accepted after the promotion end date (listed above) and no later than February 1, 2013. For the Winner List, send a written request to: Winners List - The Great Hawaiian Host-ess Search c/o Hawaiian Host, 500 Alakawa Street, Suite 111, Honolulu, Hawaii 96817.

This Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook. You are providing your information to Hawaiian Host, Inc. and not to Facebook. The information you provide will only be used for this Contest.