

# ALUMNI SURVEY CONTEST

## TERMS AND CONDITIONS

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.

### TERMS

**A. ELIGIBILITY:** The Contest is open to legal residents of the fifty (50) United States and the District of Columbia who are adults 18 years of age or older as of contest start date. Employees, agents, officers and directors of the University of Hawai'i Foundation ("UHF") (collectively, the "Contest Entities"), their immediate families and persons living in the same households as such individuals (whether related or not) are not eligible for the Contest.

**B. ENTRY PERIOD:** The giveaways for five (5) H Islands Logo bath/beach towels (the "Contest") begins at 12:00 a.m. Hawaiian Standard Time on April 7, 2015, and ends at 11:59 p.m. Hawaiian Standard Time on May 8, 2015 ("Contest Entry Period").

**C. HOW TO ENTER:** Each individual who enters earns one (1) chance to win one (1) H Islands Logo bath/beach towels (the "Prizes"). Enter the Contest during the Contest Entry Period by completing the survey. Once you have done so, you are automatically registered for the Contest. If you do not wish to participate in the survey, you may enter the contest by sending a self-addressed stamped envelope to CONTEST, University of Hawaii Foundation 2444 Dole Street Bachman Hall 101 Honolulu, HI 96822, and you will be sent a contest entry form. Once you return the form, your name will be added to the pool of all entries for the drawing as long as the entry form is fully and accurately completed and delivered to the University of Hawaii Foundation 2444 Dole Street Bachman Hall 101 Honolulu, HI 96822, or postmarked no later than the May 8, 2015 entry deadline.

**D. THE PRIZE:** Contest Entities will award the Prizes. Each Prize has an approximate retail value ("ARV") of \$35. Certain restrictions may apply to prize(s). There will be no cash compensation. Contest Entities reserves the right in its sole and absolute discretion to award a substitute Prize of equal or greater value if the Prize described in these Official Rules is unavailable or cannot be awarded, in whole or in part, for any reason. The ARV of the prize represents Contest Entities' good faith determination. That determination is final and binding and cannot be appealed. If the actual value of the Prize turns out to be less than the stated ARV, the difference will not be awarded in cash. Restrictions, conditions, and limitations may apply. Contest Entities will not replace any lost or stolen prize items.

**E. WINNER SELECTION:** Winner will be selected in a random drawing from among all eligible entries received throughout the Contest Entry Period. The random drawing for the Contest will be conducted on May 15, 2015. The random drawing will be conducted by Contest Entities or its designated representatives; all decisions are final. Odds of winning will depend on the number of eligible entries received. Winner will be notified by email within two (2) days of the random drawing. Contest Entities are not responsible, and may disqualify an entrant, if the entrant's

email does not work or is changed. Any winner notification not responded to within 30 days or returned as undeliverable may result in Prize forfeiture and an alternate winner shall be selected. If a potential winner is ineligible to win the Prize because of age or other material misrepresentation, does not comply with the acceptance requirements above or is otherwise in violation of these Official Rules, then such winner will be disqualified and an alternate winner may be selected from the remaining eligible entrants. No substitution or transfer of a prize is permitted except by Contest Entities.

**F. GENERAL CONDITIONS:** By entering the Contest and/or accepting the prize, an entrant/prize winner agrees to: (a) comply and abide by these rules and the decisions of the Contest Entities; (b) release Contest Entities from all liability, claims, action, or proceedings relating to the Contest and from injuries or damages arising in connection with or relating to participation in the Contest, or use or misuse of the Prize; and (c) waive any right to claim ambiguity in the Contest or these Official Rules.

By accepting a prize, winner further acknowledges that the Contest Entities and any other entity involved with this Contest 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 prize or prize supplier or to any portion thereof, including but not limited to its quality, merchantability, mechanical condition, or fitness for a particular purpose including, without limitation, use of any equipment associated with the prize.

Entrants consent to the Contest Entities using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Contest (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Contest Entities.

Photo identification, valid driver's license or state identification, and social security number of the winner may be required to collect the prize.

Winner is solely responsible for all taxes, which may include federal, state, local and other taxes incurred from the winning of the prize.

The Contest Entities are not responsible for technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware, software or web site. The Contest Entities are not responsible for lost, interrupted or unavailable network server or other connections, miscommunications, failed telephone or computer or telephone transmissions or technical failure, jumbled, scrambled or misdirected transmissions, for incorrect or inaccurate entry information, howsoever caused, or other error of any kind whether human, mechanical or electronic. Entrants found tampering with or abusing any aspect of this Contest, as solely determined by the judges, will be disqualified. If disqualified for any of the above abuses, the Contest Entities reserve the right to terminate entrant's eligibility to participate in the Contest. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil law, and, should such an attempt be made, the Contest Entities reserve the right to seek damages from any such person to the fullest extent permitted by law. The Contest Entities' failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. The Contest Entities reserve the right to terminate, cancel, suspend and/or modify the Contest if any fraud, virus or other technical problem

corrupts the administration, security, or proper play of the Contest, as determined by any of the Contest Entities in its sole discretion.

Entrants acknowledge and accept that this Contest may be marketed on Facebook and LinkedIn. Entrants acknowledge that this Contest is not sponsored, endorsed or administered by, or associated with, Facebook and LinkedIn and further agree to waive any claims against Facebook and LinkedIn in relation to this Contest.

Entrants further acknowledge and accept that the Contest Entities reserves the right to terminate the Contest or amend the terms of the Contest at any time and in any way, without prior notice.

Contact Information disclosed for entering into the contest will only be used for purposes of drawing the prize.

**G. DISPUTES:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Contest Entities in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the United States and the State of Hawai'i and exclusively by the appropriate court located in Honolulu, Hawai'i. All federal, state and local laws and regulations apply.

**H. WINNER'S LIST:** To obtain a copy of any legally required list of winner(s) or a copy of these Official Rules, send the request and a self-addressed, stamped #10 envelope to Contest Winners List Request, University of Hawaii Foundation 2444 Dole Street Bachman Hall 101 Honolulu, HI 96822.