

KAILUA TOWN

Kailua Town Seek & Treat Scavenger Hunt
Enter-to-Win Contest
October 21 – 31, 2022
OFFICIAL RULES

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED BY LAW. IMPORTANT: PLEASE READ THESE OFFICIAL RULES, WHICH ARE A CONTRACT, CAREFULLY BEFORE ENTERING THIS CONTEST. BY PARTICIPATING IN THE CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND REPRESENT THAT YOU SATISFY ALL OF THE ELIGIBILITY REQUIREMENTS BELOW.

EACH WINNER WILL BE REQUIRED TO RESPOND TO WINNER NOTIFICATION AND OTHER COMMUNICATIONS FROM SPONSOR WITHIN FIVE (5) BUSINESS DAYS OR PRIZE MAY BE FORFEITED.

SUMMARY AND ENTRY PERIOD: Kailua Town's Scavenger Hunt Enter-to-Win Contest ("Contest") starts at 11:00 a.m. Hawaii Standard Time ("HT") on October 21, 2022 and ends at 4:00 p.m. HT on Oct 31, 2022 ("Contest Period"). By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules (the "Official Rules"), and the decisions of A & B PROPERTIES HAWAII, LLC and ABP WINDWARD LLC ("Sponsor"), including the interpretation of these Official Rules, which will be final and binding in all respects. Eligible individuals (see ELIGIBILITY section of these Official Rules below) may enter the Contest as defined below.

HOW TO ENTER. Follow these steps:

1. Complete the Kailua Town Seek & Treat Scavenger Hunt
2. Fill out Enter-to-Win Contest on Kailua Town's website
3. One prize will be awarded and announced by November 4, 2021.

ELIGIBILITY AND LIMITATIONS. Participants must be Hawaii resident and 18 years of age or older to receive prize. Participant must complete Winner's Declaration And Release Agreement. Participant must complete Seek & Treat Scavenger Hunt in order to be entered.

WINNER DETERMINATION. Winner will be chosen between 10/21/2022 to 11/04/22. Winner will have five (5) business days to respond. Potential winner(s) will be contacted via email and shall be required to sign and return the Winner's Declaration And Release Agreement and/or other documents at Sponsor's request. If winner cannot be contacted for any reason, is determined to be ineligible, or is not in compliance with these Official Rules, prize will be forfeited and an alternate winner selected from among all remaining eligible entries received for the Contest. By participating, entrants agree to these Official Rules & decisions of Sponsor and its agents and representatives, which are final & binding in all respects.

KAILUA TOWN

PRIZES

1. \$250 Kailua Town Prize Package

Applicable taxes on prize(s) (if any) and unspecified expenses related to acceptance or use of a prize are the winner's sole responsibility.

DELIVERY OF PRIZE(S): Participants will receive notification and communication on how to receive prize(s) via email.

CONDITIONS OF PARTICIPATION. By accepting the prize, where legal, winner agrees to the use of his/her name and image for advertising/trade/publicity purposes by Sponsor and its designees without further compensation or notice. By participating, entrant releases and agrees to hold harmless Sponsor, its parent, affiliates, subsidiaries, and their respective members, managers, directors, officers, employees and agents, from any and all liability arising from the Contest or acceptance, receipt, use, or misuse of the prize. If Contest cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus or act of fraud), Sponsor may cancel, suspend, or modify the Contest and if modified pick the winner from among all eligible entries received prior to and/or after action taken by Sponsor or otherwise in a manner determined by Sponsor in its sole discretion. Sponsor will notify all registered entrants of such action via email. Tampering with Contest, Kailua Town HI web site, violation of these Official Rules, or any attempt to defraud Sponsor will result in disqualification; but, disqualification shall not represent the sole remedy available to Sponsor. Sponsor's failure to enforce any provision of these Rules is NOT a waiver of such provision. Any dispute or claim regarding the Contest shall be resolved in accordance with the laws of the State of Hawaii. Any such dispute/claim must be brought individually (NOT as part of a class action) in federal or state court in Honolulu, Hawaii with recovery being limited to one's actual costs in participating in the Contest with all damages or other forms of recovery being expressly waived.

KAILUA TOWN

WINNER'S DECLARATION AND RELEASE AGREEMENT

This WINNER'S DECLARATION AND RELEASE AGREEMENT is executed on the date set forth below by the undersigned winner (or the parent or legal guardian of a winner) of Kailua Town's Seek & Treat Scavenger Hunt Enter-to-Win Contest (the "Contest"), in favor of ABP Windward LLC and A & B Properties Hawaii, LLC, Series R, its members, managers, subsidiaries, affiliates, directors, officers, employees and agents (collectively, "ABP Windward LLC"), whose address is 822 Bishop Street, Honolulu, Hawaii 96813.

I hereby declare and affirm the following:

1. I am a legal Hawaii resident at least 18 years of age and I currently reside at the address set forth below.
2. I entered the Contest in accordance with the Official Rules ("Rules") and that I have read and understand those Rules. I am submitting this Winner's Declaration and Liability Release Agreement to ABP Windward LLC with the understanding that it will be relied upon to determine whether I am entitled to receive the Contest prize (the "Prize"), which I was selected to win as part of the Contest. I understand and acknowledge that ABP Windward LLC has no obligation under the Rules to provide any additional, separate, or substitute prize to me in connection with the Contest.
3. In consideration of the Prize, I, by signing below, expressly assume all risks of any nature whatsoever related to the Contest, my participation therein, the Prize, and/or my acceptance or use thereof, and I hereby release ABP Windward LLC of and from any and all claims, demands, damages, actions and causes of action, torts, obligations, costs, losses, claims, liability for bodily injury, death or other type of damage or injury of any nature whatsoever, whether in law or in equity, whether known or unknown, that I hereafter have or may have, arising from or by reason of or in any way connected with any transaction, event, or circumstance that occurs or exists by reason of the Contest, my participation therein, and/or my acceptance or use of the Prize. The release contained in this paragraph is intended to be broad and to release ABP Windward LLC from all liability for all claims arising out of any loss, damage or injury (including personal injury or death) to my person or property that results from any accident, transaction, event, circumstance, act or omission in connection with the Contest, the Prize and/or my acceptance or use thereof. I understand that by accepting the Prize, ABP Windward LLC has fulfilled all obligations it has or may have to me in connection with the Contest, and I have no further claims against ABP Windward LLC in connection with the Contest or Prize.
4. I hereby give ABP Windward LLC and its licensees, agents, representatives, managers, consultants, affiliates, and assigns the right to broadcast, or publish my name, photo, video tape, film or any other likeness, including my voice, recorded or live, for any reason that ABP Windward LLC deems desirable or necessary without compensation, unless prohibited by law, and I hereby release any and all claims I may have against ABP Windward LLC for such use. I further acknowledge that ABP Windward LLC owns or will own exclusively any photographs of me used for such purposes, including the copyrights in them, regardless of the form in which they have been or may be produced and used, and I hereby assign all such ownership rights to ABP Windward LLC.
5. I further agree to not to make any disparaging, negative, or defamatory comments, whether written or oral, about ABP Windward LLC, the Contest, or the Prize. I hereby covenant and agree to not take any action that is designed or intended to have the effect of discouraging any listener, employee, customer,

KAILUA TOWN

supplier, or other business associate of ABP Windward LLC from maintaining a business relationship with ABP Windward LLC.

6. I agree to return to ABP Windward LLC any prize that may be awarded to me if any statement made by me in this Declaration and Release is false. I understand and acknowledge that all federal, state, local, and any other applicable taxes are my sole responsibility and that ABP Windward LLC will report my winnings to the Internal Revenue Service in accordance with the law. For tax purposes this prize is valued at no more than \$250.00. This Agreement shall be binding upon my heirs, successors, assigns and legal representatives. This Agreement shall be governed by the laws of the State of Hawaii.

I HAVE READ AND FULLY UNDERSTAND THE SIGNIFICANCE OF THIS WINNER'S DECLARATION AND RELEASE AGREEMENT AND VOLUNTARILY AND FREELY AGREE TO THE TERMS AND CONDITIONS SET FORTH HEREIN.

By: _____
Participant Signature

Its: _____
Print Name

Date: _____

Address: _____