

The Kauai Marathon Sweepstakes Official Rules

- **NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**
- **1. Eligibility:** The Kauai Marathon Sweepstakes is open only to legal residents of the fifty (50) United States and the District of Columbia who are at least twenty-one (21) years old at the time of entry. Subject to all applicable federal, state, and local laws and regulations. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these official rules and Main Sponsor's decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein.
- **2. Timing:** The Sweepstakes begins on February 1, 2020 at 12:00 a.m. Hawaii Standard Time ("HST") and ends on February 28, 2020 at 11:59 p.m. HST (the "Sweepstakes Period"). Main Sponsor's computer is the official time keeping device for this Sweepstakes.
- **3. How to Enter:** During the Sweepstakes Period, [visit the website](#) and complete and submit the online registration form including a valid home address. P.O. Boxes are not permitted. Once you fill out the registration form, in its entirety, and submit, you will automatically receive one (1) entry into the sweepstakes. You can only register once.
- Main Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant. 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.
- **4. Sweepstakes Drawing:** Selection of a potential winner is final and binding in all matters related to the Promotion. Sweepstakes: Main Sponsor will randomly select two (1) potential Grand Prize Winner (the "Grand Prize Winner") from all eligible entries on or around March 5, 2020.
- **5. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY MAIN SPONSOR, WHO'S DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL GRAND PRIZE WINNERS HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.**
- **6. Verification of Potential Winners:** Potential winner must continue to comply with all terms and conditions of these official rules, and winning is contingent upon fulfilling all requirements. Each potential winner will be notified by mail, email or phone. Each potential prize winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release ("Affidavit") (except where prohibited), which must be received by

Administrator within ten (10) days of the date notice or attempted notice is sent, 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 Affidavit within the required time period (if applicable), or prize is returned as undeliverable, such potential winner forfeits the prize. In the event that the potential Grand Prize Winner is disqualified for any reason, Main Sponsor will award the Grand Prize to an alternate winner by random drawing from among all remaining eligible entries. All alternate potential winners are subject to all requirements set forth in these official rules. Only three (3) alternate winners will be selected after which the Grand Prize will remain un-awarded.

- **7. Prizes: (A) Sweepstakes Prize:** ONE (1) GRAND PRIZE: The Grand Prize Winner will receive a trip for one (1) to Kauai consisting of the following: (i) Four (4) days, three (3) nights at the Grand Hyatt Kauai (one double occupancy room, room rate and tax only); (ii) two (2) entries into the full or half marathon; (iii) one (1) three day car rental over event dates; (iii) (1) \$500 airfare allowance. The trip must be between the dates of September 3, 2020 September 8, 2020, or Grand Prize Winner forfeits the Grand Prize in its entirety. Approximate Retail Value ("ARV") of the Grand Prize trip package: \$2,000. Odds of winning the Sweepstakes Grand Prize depends upon the number of eligible entries received during the Promotion Period. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Main Sponsor will not provide travel accommodations to Kauai. Accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Promotion. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of the Grand Prize Winner. Travel package does not include transportation to the location of air travel departure, gratuities, bar, and beverage charges or items of a personal nature. Grand Prize Winner is solely responsible for their own conduct while accepting the prize and agree to comply with all applicable laws and regulations pertaining to use and enjoyment of the prize, including, but not limited to, consumption of alcoholic beverages. Main Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates.
- **For All Prizes:** No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Main Sponsor's sole discretion. Main Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES IN THE SWEEPSTAKES: \$2,000.00.
- **8. Release:** By receipt of any prize, winner agrees to release and hold harmless The Kauai Marathon and affiliate companies, suppliers, distributors, and advertising/promotion agencies, as well as each such company's officers,

directors, employees and agents (collectively, the “Released Parties”) from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt, use, or misuse of any prize.

- **9. Publicity:** Except where prohibited, participation in the Promotion constitutes winner’s consent to Main 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.
- **10. General Conditions:** Main Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it, if any fraud, technical failures or any other factor beyond Main Sponsor’s reasonable control impairs the integrity or proper functioning of the Sweepstakes as determined by Main Sponsor in its sole discretion. In such event, Main Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Main Sponsor 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 Sweepstakes 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 Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Main Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Main Sponsor’s failure to enforce any term of these official rules shall not constitute a waiver of that provision.
- **11. Limitations of Liability:** The Released Parties are not responsible for: (1) 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 Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) 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 Promotion 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 Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Main Sponsor, at its discretion, may elect to hold a random drawing 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 the 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, Main Sponsor reserves the

right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

- **12. Disputes:** Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court located in Hawaii; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, or the rights and obligations of the entrant and Main Sponsor in connection with the Promotion, 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, which would cause the application of the laws of any jurisdiction other than the State of Hawaii.
- **13. Entrant's Personal Information:** Information collected from entrants is subject to the Main Sponsor's Privacy Policy
- **15. Rules Request:** For a copy of these official rules, send a legal-size, self-addressed, stamped envelope to The Kauai Marathon 2020 Sweepstakes – PO Box 573, Koloa, Hawaii 96756 prior to the end of the Promotion Period.
- **16. Main Sponsor:** The Kauai Marathon, PO Box 573, Koloa, Hawaii 96756