

Date: April 11, 2019
Client: Hawai'i Visitors & Convention Bureau United States
Sweepstakes: HlxNY Campaign
Subject: Official Rules

Mandatories

No purchase necessary. Void outside of the greater New York metropolitan area and where prohibited. HlxNY Campaign is sponsored by Hawaii Visitors & Convention Bureau. Open to legal U.S. residents, residing in the greater New York metropolitan area, who are 18 years of age or older as of date of entry. Begins 12:00 AM ET on 4/23/19 and 11:59 PM ET on 10/31/19. For Official Rules and specific entry deadlines, visit Hawaii.NYC.

SWEEPSTAKES OFFICIAL RULES

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

OPEN ONLY TO LEGAL UNITED STATES RESIDENTS, RESIDING IN THE GREATER NEW YORK METROPOLITAN AREA, 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY.

1. **Sweepstakes Period:** The HlxNY Campaign (the "**Sweepstakes**") begins April 23, 2019 at 12:00 AM Eastern Time ("**ET**") and ends October 31, 2019 at 11:59 PM ET (the "**Sweepstakes Period**").
2. **Eligibility:** Open to legal United States residents, residing in the greater New York metropolitan area, 18 years of age or older as of date of entry. Officers, directors and employees of Hawaii Visitors & Convention Bureau (the "**Sponsor**"), Don Jagoda Associates, Inc. (the "**Administrator**"), Daniel J. Edelman, Inc., their respective affiliates, parents, subsidiaries, members, divisions, suppliers, distributors and advertising, promotional and judging agencies (all such individuals and entities collectively, the "**Sponsor and its Administrators**"), and its affiliates and each of their respective employees, shareholders, directors, officers, members, assigns and agents and their immediate family members and/or those living in the same household of each are not eligible to participate or win. Void outside of the greater New York metropolitan area and where prohibited by law and subject to all federal, state and local laws.
3. **How To Enter:** The Sweepstakes consists of eight (8) individual drawings (each, a "**Drawing**") with separate seven (7) separate Entry Periods, as set forth more fully below.
 - a. **Via a MetroCard® (Entry Period 1 Only):** During Entry Period 1 (as defined below), if you are in possession of a HlxNY Campaign-branded MetroCard®, there will be a code printed on your MetroCard®. You may enter the Entry Period 1 Drawing by visiting Hawaii.NYC ("**Site**") during Entry Period 1 and following the onscreen instructions to complete all required registration information, including inputting the code from your MetroCard®, to receive one (1) entry (the "**Entry**") into the Entry Period 1 Drawing.
 - b. **Via Mail (Entry Period 1 Only):** To enter the Entry Period 1 Drawing without purchasing a MetroCard®, hand print your first and last name, full address, day and evening phone numbers, email address, and date of birth on one plain 3" x 5" piece of paper ("**mail-in Entry**") and mail it in an envelope with proper postage affixed, to: The HlxNY Campaign, PO Box 7775, Melville, NY 11775-

7775. You will receive one (1) Entry into the Entry Period 1 Drawing and the “Gift Card Drawing” (as defined below) for each qualifying mail-in Entry you submit in accordance with these instructions. All mail-in Entries must be handwritten and must be postmarked by April 30, 2019 and received by May 7, 2019 to be eligible. All mail-in Entries become the exclusive property of Sponsor and none will be acknowledged or returned. Proof of sending or submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected or postage-due mail-in Entries, which will be disqualified.

- c. **Via the Site (Entry Periods 2 through 7):** During Entry Periods 2 through 7, you can enter the Sweepstakes by visiting Hawaii.NYC (“Site”) and following the onscreen instructions to complete all required registration information to receive one (1) entry (the “Entry”) into the applicable Entry Period’s Drawing and the Gift Card Drawing, as described below.

Entries into one Drawing will not carry forward to subsequent Drawings, if any. All Entries received, regardless of the Entry Period in which they were submitted, will be included in the Gift Card Prize random drawing. Limit one (1) Entry per person per Drawing. Potential winners may be required to show proof of being the authorized account holder of the email account associated with the Entry. Entries by script, macro or other automated means which subvert the Entry process are void. Normal Internet/phone access and data/usage charges imposed by your on-line/phone service will apply. Automated Entries, or those generated by script or bot are not eligible. All Entries must be complete to be eligible. All Entries become property of the Sponsor. The person uploading the Entry will be deemed the entrant (the “Entrant”). The Entry must be complete to be eligible. Participation is subject to disqualification of all Entries, if multiple accounts are used by the same person.

Entry Period	Start Date	End Date	Random Drawing Date
1	4/23/2019	4/30/2019	5/8/2019
2	5/1/2019	5/31/2019	6/3/2019
3	6/1/2019	6/30/2019	7/2/2019
4	7/1/2019	7/31/2019	8/2/2019
5	8/1/2019	8/31/2019	9/3/2019
6	9/1/2019	9/30/2019	10/2/2019
7	10/1/2019	10/31/2019	11/4/2019

- 4. **Random Drawing:** One (1) winner per Drawing (7 total) will be selected in separate random drawings on or about the dates listed above from among all eligible Entries received per Entry Period. In addition, one (1) Gift Card Prize winner will be randomly selected on or about November 4, 2019 from all eligible Entries received during the Sweepstakes Period (the “Gift Card Drawing”). The random drawings will be conducted by the Administrator, an independent judging organization whose decisions are final on all matters relating to the Sweepstakes. The odds of winning a prize will depend on the number of eligible Entries received in connection with each Drawing.
- 5. **Prizes and Approximate Retail Values (“ARV”):**

- a. **Entry Period 1 Prize (1):** A 7-day/6-night trip for two (2) to winner's choice of one (1) of the following islands: Kaua'i, O'ahu, Maui or the Island of Hawai'i (as mutually agreed upon between Sponsor and winner). Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money (ARV: \$7,500).
- b. **Entry Period 2 Prize (1):** A 7-day/6-night trip for two (2) to O'ahu, Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money. Entry Period 2 Prize winner will also receive two (2) Sponsor-selected tickets to the Governors Ball 2020 10-year anniversary festival (the "Festival") (ARV: \$9,005). Transportation to/from Festival not included. In the event Festival is cancelled for reasons outside of the Sponsor's control, that portion of the prize will not be awarded.
- c. **Entry Period 3 Prize (1):** A 7-day/6-night trip for two (2) to the Island of Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money. Entry Period 3 Prize winner will also receive a 25-class package to Barry's Bootcamp and Sponsor-selected Barry's Bootcamp merchandise (ARV: \$8,565).
- d. **Entry Period 4 Prize (1):** A 7-day/6-night trip for two (2) Moloka'i, Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money. Entry Period 4 Prize winner will also receive a Sponsor-selected Best Made merchandise package (ARV: \$8,400).
- e. **Entry Period 5 Prize (1):** A 7-day/6-night trip for two (2) to Maui, Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money (ARV: \$7,500).
- f. **Entry Period 6 Prize (1):** A 7-day/6-night trip for two (2) to Kaua'i, Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 7-day use of a rental car; and a Sponsor-selected \$1,500 gift card to be used as spending money. Entry Period 6 Prize winner will also receive a Sponsor-selected Saturday's NYC \$750 gift card (ARV: \$8,250).
- g. **Entry Period 7 Prize (1):** A 7-day/6-night trip for two (2) to Lāna'i, Hawai'i. Trip includes round trip coach class air transportation from a New York City area airport to Hawai'i; six (6) nights' accommodations (based on double occupancy); 2-day use of a rental vehicle; and various Sponsor-selected activities. (ARV: \$12,150).
- h. **Gift Card Prize (1):** One (1) Sponsor-selected \$500 gift card. Gift cards subject to restrictions and expiration dates may apply.

All federal, state and local taxes are the sole responsibility of winners. Prizes are awarded “as is” without any warranty or guaranty of any kind. Prizes are not transferable. Prizes will be awarded provided a sufficient number of eligible Submissions are received per Entry Period and overall. Entry Period Prize winners agrees that Sponsor or its agents may photograph, videotape or record any aspects of the Entry Period Prize trips (“Entry Period Prize footage”) and use that Entry Period Prize footage or excerpts of that Entry Period Prize footage in any way they see fit.

6. **Entry Period Prize Rules:** Airline carrier's regulations and conditions apply. Trips may not be combined with any other offer and travel may not qualify for frequent flyer miles. Entry Period Prize winners must possess valid travel documents (i.e., valid government issued photo ID) in order to travel. Seat selection and timing of trip subject to availability and confirmation of reservations. Certain restrictions apply including holiday/blackout dates. Subject to space availability. All holidays are blackout periods including December 15, 2019 through January 10, 2020 and March 8, 2020 through March 12, 2020. Alcoholic beverages excluded. Entry Period 1-6 trips subject to Pleasant Holidays, LLC Terms & Conditions. Trip must be taken on dates specified by Sponsor within one year of Entry Period drawing or prize will be forfeited. Travel must be round trip. Sponsor will not replace any lost, mutilated, or stolen travel vouchers or certificates. No refunds or credit for changes are allowed. Car rental is subject to additional restrictions set forth by car rental contract. If winner does not meet rental car requisites/requirements that portion of the prize will not be awarded and no additional compensation will be provided. Car must be returned with a full tank of gas. All other expenses and costs, not expressly listed above, including, but not limited to, taxes, tips, incidentals, passenger tariffs or duties, airline fees, surcharges, airport fees, service charges, personal charges at lodging, security fees, entertainment and transfers, are each Entry Period Prize Winner's sole responsibility. No substitution or transfer of prize permitted except at the sole discretion of the Sponsor who reserves the right to substitute prize (or portion of prize) of equal or greater value in the event the prize is unavailable or cancelled for reasons out of Sponsor's control. Entry Period Prize winners will be responsible for any other costs or expenses associated with the prize, including payment of applicable income taxes. In the event an Entry Period Prize winner engages in behavior that (as determined by Sponsor, in its sole discretion) is inappropriate or threatening, illegal or that is intended to annoy, abuse, threaten or harass any other person, Sponsor reserves the right to terminate the trip early, in whole or in part, and send the Entry Period Prize winner home with no further compensation to the Entry Period Prize winner. Potential Entry Period Prize winners understand and agree that, as a condition of being awarded the prize, he/she may be subject to a background check at the sole discretion of Sponsor; failure to comply may result in disqualification and forfeiture of prize. In addition, at the discretion of the Sponsor, potential Entry Period Prize winner may be disqualified: (a) if charged with or convicted of a felony or misdemeanor; (b) if Sponsor determines, in its sole discretion, that awarding the prize to such individual may reflect unfavorably on the Contest or Sponsor; (c) if he/she is not eligible to receive the prize based on the eligibility requirements set forth in these Official Rules; (d) if Sponsor determines that he/she failed to comply with these Official Rules in any way; or (e) if he/she refuses to or cannot accept the prize for any reason. Travel companion of Entry Period Prize winner must be 18 years of age or older as of date of departure and travel on the same itinerary as Entry Period Prize winner. Travel must execute liability/publicity releases prior to issuance of travel documents.
7. **General Rules:** Each Entry Period Prize Winner will be required to sign and return, via email, an Affidavit of Eligibility, Liability Release, and Publicity Release (except where prohibited by law), within forty-eight (48) hours (including weekends) of notification attempt or the prize will be forfeited and an alternate Entry Period Prize winner may be selected. Gift Card Prize winners may be

notified via email to confirm his/her mailing address/verify eligibility within eight (48) hours (including weekends) of notification attempt or prize will be forfeited and an alternate winner may be selected. Prize notification will be sent via email or email link. Return of prize notification as undeliverable may result in disqualification and alternate selection. Prizes will be delivered to winners within 8-10 weeks after the conclusion of winner confirmation. Return of prize as undeliverable may result in disqualification and alternate selection. Prizes are non-transferable and no substitutions are allowed. Acceptance of prize constitutes permission to use winners' names and likenesses for promotional purposes without further compensation except where prohibited by law. Winners, by accepting a prize and all Entrants, as a condition of Entry, agree, as applicable, to release and hold harmless Sponsor and its Administrators, its respective parent, subsidiaries, members, divisions, affiliates, suppliers, distributors and advertising, promotional and judging agencies and their respective officers, directors, shareholders, members, employees, agents, assigns, and all others associated with the development and execution of the Sweepstakes, 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, and agree that the Sponsor and its Administrators have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to any prize, including, without limitation, to such prize's quality or fitness for a particular purpose. In case of dispute, Entries will be declared to be made by the authorized account holder of the e-mail address submitted at the time of Entry. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business, educational institution etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor reserves the right at its sole discretion to disqualify any individual that tampers or attempts to tamper with the Entry process or the operation of the Sweepstakes; violates these Official Rules; acts in an unsportsmanlike or disruptive manner; or acts with intent to annoy, abuse, threaten or harass any other person. Sponsor and its Administrators are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in the Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the Entries and administration of the Sweepstakes. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it cannot be completed as planned for any reason, including infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or corruption of any sort. In such event, Sponsor will award the prizes in random drawings from among all eligible Entries received each Entry Period and overall prior to cancellation. As a condition of entering in the Sweepstakes, Entrant (or parent/legal guardian if participant is a minor in his/her state of residence) agrees that: 1) under no circumstance will Entrant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental, consequential or any other damages, other than for out-of-pocket expenses; 2) all causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action; and 3) any and all claims, judgments, and award shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees.

8. **Winners:** For any legally required winners list, available after December 15, 2019, send a stamped, self-addressed envelope by January 15, 2020, to: The HixNY Campaign - Winners, 100 Marcus Drive, Dept. MG, Melville, NY 11747.

9. **Sponsor/ Administrator:** The Sponsor of the Sweepstakes is Hawaii Visitors & Convention Bureau, 270 Kalakaua Avenue, Suite 801, Honolulu, HI 96815. The Administrator of the Sweepstakes is Don Jagoda Associates, Inc., 100 Marcus Drive, Melville, NY 11747.

MetroCard® is a registered trademark of the Metropolitan Transportation Authority (MTA). The Sweepstakes is not sponsored or endorsed by the MTA, the New York City Transit Authority or any other entity other than Hawaii Visitors & Convention Bureau.