

Official Rules
Hawaiian Bros #SuperBrosCommercial Contest

- 1) **NO PURCHASE OR OTHER CONSIDERATION IS NECESSARY TO ENTER AND WILL NOT IMPROVE THE CHANCE OF WINNING.**
- 2) **Eligibility:** To enter, you must (a) be 18 years of age or older (or authorized to enter by your parent or legal guardian who will receive the prize on your behalf as provided below), (b) be a legal resident of the United States and a resident of the District of Columbia or a state other than New York or Florida, and (c) not be a person or entity involved in the development, production, administration or fulfillment of Hawaiian Bros Inc.'s ("HBros") # SuperBrosCommercial contest (this "Contest"), or an immediate family member of any such person.
- 3) **General Prize Terms:** The Prize is not transferable or redeemable for cash or substitution and cannot be refunded or exchanged except at the sole discretion of HBros. Notwithstanding the foregoing or anything in these Official Rules to the contrary, if a tentatively selected prize winner is not at least 18 years of age, such tentatively selected prize winner may transfer his/her winning entry to their parent or legal guardian, who may accept the prize on such tentative winner's behalf. If not transferred to your parent or legal guardian as provided in the foregoing, then any tentatively selected winner that is under 18 years of age shall be disqualified. Prize winners are responsible for any and all federal, state and local taxes, fees and other government assessments on the awarded prize(s). HBros has the sole authority to determine the prize winners and its decisions are final and binding in all respects. HBros is not responsible for any cancellation, postponement or delay, in whole or in part, of any prize-related event, including, but not limited to, airline flights.
- 4) **Entry and Time Period:** The promotion period begins at 12:01 a.m. Central Time on January 7, 2022 and ends at 11:59 p.m. Central Time on January 18, 2022 (the "Promotion Period"). To enter: you must submit a Qualifying Video through one of the following methods (each a "Valid Entry"):
 - a) **on Twitter**, you must (i) follow @bros_hawaiian with a valid, public (not "protected" or "private") account and (ii) use that account to post the Qualifying Video on a tweet that (w) includes the Qualifying Video; (x) tags @bros_hawaiian; (y) includes the hashtags "#SuperBrosCommercial" and "#ad"; and (z) includes a link to these Official Rules (such as "<https://bit.ly/3G56arq>");
 - b) **on Facebook**, you must (i) like the Official Hawaiian Bros page at <https://www.facebook.com/HawaiianBros> from your personal account and (ii) use that account to post the Qualifying Video on a post that (w) includes the Qualifying Video; (x) tags @hawaiianbros; (y) includes the hashtags "#SuperBrosCommercial" and "#ad"; and (z) includes a link to these Official Rules (such as "<https://bit.ly/3q4aIZx>");
 - c) **on Instagram**, you must (i) like the Official Hawaiian Bros page at https://www.instagram.com/hawaiian_bros/ from your personal account and (ii) use that account to post the Qualifying Video on a post that (w) includes the Qualifying Video; (x) tags @hawaiian_bros; (y) includes the hashtags "#SuperBrosCommercial" and "#ad"; and (z) includes a link to these Official Rules (such as "<https://bit.ly/3F96iou>");
 - d) **on TikTok**, you must (i) like the Official Hawaiian Bros page at https://www.tiktok.com/@hawaiian_bros from your personal account and (ii) use that account to post the Qualifying Video on a post that (w) includes the Qualifying Video; (x) tags @hawaiian_bros; (y) includes the hashtags "#SuperBrosCommercial" and "#ad"; and (z) includes a link to these Official Rules (such as "<https://bit.ly/3q59a1F>");

All entries must be received by 11:59 p.m. Central Time on the last day of the Promotion Period you wish to enter, regardless of the method of entry. Each person is limited to three entries per day per person regardless of method of entry. To constitute a valid entry, you must meet the eligibility requirements in Section 2 above, you must comply with the applicable entry requirements in this section 4, and your entry must be timely received by HBros. All late, lost, damaged, misdirected, incomplete, illegible, undelivered or destroyed entries are invalid entries, regardless of the person responsible or cause, including, but not limited to, any problem or technical malfunction of any computer online system or server or technical problem or traffic congestion on the Internet, any social media platforms, or at our website. HBros reserves the right to, in its sole discretion, cancel, suspend and/or modify this Contest or these Official Rules or disqualify any individual or entry for any reason, including but not limited to protecting the integrity of this Contest or addressing changes in business operations or other circumstances, to the extent allowed under applicable law. By participating in this Contest, each entrant agrees to be bound by these Official Rules and the decisions of HBros as the sponsor.

- 5) **Qualifying Video.** A "Qualifying Video" means an original video that is thirty seconds in runtime and does not contain (a) any promotional content of any other brand or trademark other than HBros, (b) any material that you do not have the right to use and provide the rights set forth in Section 10 below, (c) any material that is inappropriate, indecent, pornographic, obscene, hateful, defamatory, slanderous, or libelous, (d) any material that promotes bigotry, racism, hatred, or harm against any group or

individual or promotes discrimination based on any impermissible category, (e) unlawful content (including any content that violates or infringes another's rights, including but not limited to any privacy, publicity, or intellectual property rights), (f) any mention of any social media handles or websites besides those of HBros; or (g) any other material that HBros objects to in its sole discretion. By submitting any content, you represent and warrant that (a) you have obtained permission from each person whose name, image, likeness, or voice ("Likeness") is included in the submission, and that such person(s) have granted you all necessary rights to use the person's Likeness as described in these rules, and that you can make written copies of such permissions available to the HBros upon request. If the Likeness of a minor (under 18 years old as of January 7, 2022) is included, the minor's parent or legal guardian has authorized the use of the minor's Likeness on behalf of the minor.

- 6) **Judging; Prize:** Based on the judging criteria and process described in 6 below, one Valid Entry (as described in 3 and 4) will be selected as the winning Entry and winner of the Prize ("Winner"). The Prize is that (a) HBros will use reasonable efforts to use the Winner's Qualifying Video to be aired on KSHB-41 on Sunday, February 13, 2022 in connection with football game that day as a commercial paid for by HBros (b) a trip to Hawaii including, but not limited to, transportation, airfare, lodging, and excursions (including any taxes and fees related to such expenses), up to a maximum value of \$5,000, and (c) a year's worth of HBros food paid in the form of \$20/week loaded to the Winner's One Ohana account for twelve months (the "Prize"). Approximate retail value of the Prize to the recipient is \$6,040. The Winner must book all travel plans through the travel agency designated by HBros and must complete travel within 2 calendar years after the date of prize acceptance. The Winner is responsible for paying the cost of any travel plans or accommodations booked outside of the designated travel agency or any expense in excess of \$5,000. Travel accommodations can be changed for different dates up to one time, subject to availability and the terms of any travel providers previously booked. Notwithstanding any of the foregoing, HBros shall have sole discretion regarding whether to use any Qualifying Video or other content in connection with any commercial selected and paid for by HBros and HBros shall have no obligation to use the Winner's Qualifying Video in connection with any such commercial time.
- 7) **Contest Judging Process; Notice Of Winner Selection.** Selected members of HBros' management and agents will serve as judges (collectively, "Judges"). The Judges will review and judge the Valid Entries based on uniqueness, sincerity, authenticity, story quality, and writing quality. The entrant tentatively selected as the Winner will be notified on or about January 25, 2022, via direct message on the platform the Valid Entry originated from. As a condition to final selection as the Winner, the entrant must timely comply with the Prize acceptance requirements in 7 below.
- 8) **Odds:** The odds that a valid entry will be selected during the Promotion Period are one out of the total number of valid entries received on a nationwide basis from all methods of entry for the Promotion Period. The maximum number of entries and the exact odds cannot be determined.
- 9) **Claiming Prize:** The tentatively selected winner will be notified by telephone. To claim the Prize, the tentatively selected winner must (a) respond as directed in the telephone notice within 7 days after the date of the first telephone award notice, and then (b) complete, sign and return as directed to HBros within 30 days after the date of the first telephone award notice, HBros' form of Prize Acceptance Agreement that includes a statement of eligibility (including proof of eligibility upon request), waiver of liability, publicity authorization and release, and an IRS Form W-9 (collectively, the "Acceptance Documents"). If a tentatively selected winner fails to respond or comply with these requirements, or if HBros determines a tentatively selected winner ineligible after review of the Acceptance Documents, then such tentatively selected winner will be disqualified. If any tentatively selected winner is disqualified for any reason, HBros will award the applicable prize to an alternate winner selected by the Judges. If HBros is unable to award any prize(s) after making reasonable attempts, such prize(s) will remain un-awarded unless otherwise prohibited by law. Final selection as a prize winner is subject to verification of compliance with the eligibility and entry requirements outlined in these Official Rules.
- 10) **Grant of Rights; Waiver and Release:** By participating in this Contest, each entrant (a) grants to HBros an irrevocable, perpetual, unrestricted and worldwide right to publish, reproduce, distribute, display, perform, create derivative works, transmit or disseminate the Qualifying Video and entrant's name and likeness in all media or platforms, whether now known or hereafter invented, including as part of its advertising and promotional materials, regardless of the type of media, the content of the advertisement or promotion, or the manner of publication, broadcast or distribution (including, without limitation, Internet) and (b) agrees (i) to be bound by these Official Rules and the decisions of HBros; (ii) to release and hold harmless HBros and each of its employees, officers, or directors and any of their or HBros' affiliates, advertising and promotional agencies, or other person or entity involved in the development, production, administration or fulfillment of this Contest from any and all losses, damages, claims and actions of any kind arising from this Contest or from the acceptance, possession or use of any awarded prize, including, without limitation, claims based on publicity rights, defamation or invasion of privacy; (iii) to release and hold harmless any social media platform through which they enter or interact with the Contest (including but not limited to Twitter, Facebook, Instagram, and/or TikTok); (iv) that HBros may send to such entrant marketing, advertising and promotional materials to any address or point of contact (physical, email, social media handle) provided in the Contest entry; (v) that any action at law or in equity arising out of or relating to this Contest or the prizes shall be governed by the law specified in 10 below and shall be filed only in the state or federal courts located in Kansas City, Jackson County, Missouri, and entrant hereby consents to the personal jurisdiction of such courts for purposes of any such action; and (vi) that HBros is not responsible for and cannot be held liable for unauthorized human intervention, technical errors, printing errors, mail delays, or any other errors in the administration of this Contest.

- 11) **Disclaimer of Liability.** HBros shall have the right and sole discretion to edit, to refuse to air or transmit, or cease to air or transmit any content, including any Qualifying Video, whatsoever which it finds to be in violation of these Official Rules, or which it finds in its sole discretion to be otherwise objectionable for any reason, including with respect to HBros' standards and practices and other policies. HBros also reserves the right to replace the Winner's Qualifying Video with the Qualifying Video of an alternate eligible entrant in accordance with these Official Rules if such Qualifying Video and/or entrant is withdrawn from or removed from the Contest for any reason, including without limitation, entrant's failure to have HBros' documents executed by third parties. HBros also reserves the right, in their sole discretion, to terminate the Contest for any reason in the event that there is an error, malfunction, problem or other cause which impacts the operation, administration or security of the Contest or the HBros and, in such situation, to select the winner(s) from the eligible entries received prior to the action taken or in such manner as deemed fair and appropriate by HBros. The opinions expressed in the Qualifying Videos are not necessarily (and in some cases not at all) those of HBros. HBros is not responsible for any materials provided by entrants which are deemed harmful or offensive to others or for any harm incurred as a result of any content's creation. HBros is not responsible in any way for any injury, loss or damage which occurs as a result of an opinion expressed or information provided in any content from an entrant participating in the Contest HBros makes no warranties, express or implied, as to the content or the accuracy or reliability of any information or statements contained in any such content. All statements and opinions made by entrants are those of such entrants only, and HBros neither endorses nor shall be held responsible for the reliability or accuracy of same. HBros is not responsible for the content or practices of Twitter, Facebook, Instagram, or any other third party websites that may be linked to the Contest.
- 12) **Applicable Law and Geographic Area:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by and construed exclusively in accordance with the laws of the State of Missouri without giving effect to any choice of law or conflict of law rule of any jurisdiction. This Contest is void outside the United States and where prohibited by law.
- 13) **Disclaimer of Sponsorship.** This Contest is in no way sponsored by Twitter, Facebook, Instagram, the National Football League (or any of its member clubs), or any television station or other party that HBros may work with in relation to this Contest. All trademarks, service marks and company names are the property of their respective owners.
- 14) **Sponsor and Winners List:** The name and address of the sponsor of this Contest is Hawaiian Bros Inc, and the address of its headquarters is 720 Main Street, Kansas City, Missouri 64105-6500. You may obtain the name of the prize winners by sending a request (identifying this particular Contest) to the above address, together with a stamped, self-addressed #10 envelope.