HAWAII NATIONAL BANK'S HOMETOWN HEROES CAMPAIGN OFFICIAL RULES

Sponsor

The Sponsor of this Sweepstakes ("Sponsor") is Hawaii National Bank, 45 North King Street, Honolulu, HI 96817.

Eligibility

Hawaii National Bank's "Hometown Heroes" Campaign ("Sweepstakes") is open to legal U.S. residents of the State of Hawaii with a valid Hawaii mailing address, age 18 years or older at the time of submission/nomination. Employees of Sponsor are not eligible to win. Sweepstakes is governed by U.S. law and subject to all applicable federal, state and local laws and regulations; void where prohibited.

Campaign Period

The Sweepstakes begins May 11, 2020 at 12:00AM (HST) and ends June 19, 2020 at 5:00PM (HST) ("Campaign Period").

Nomination Criteria

Nominees must meet the Eligibility requirements above AND be an individual who is putting themselves at risk for the greater good and/or helping our communities during this COVID-19 pandemic, including, but not limited to: essential service workers (grocery store workers, restaurant/food service workers, financial services workers, security, airlines and transportation workers, farmers, construction workers, shipping and delivery workers, warehouse workers, water and waste-water workers, postal service workers), educators, volunteers (delivering food to kupuna, making Personal Protective Equipment) and front line workers (medical workers, firefighters, police officers).

How to Submit a Nomination

NO PURCHASE NECESSARY TO ENTER OR WIN. Sweepstakes is entered by submitting a nomination for an eligible "Hometown Hero" in the Hawaii community during the Campaign Period. Self-nominations are not allowed. Nominations must be submitted through one of the methods below:

- Public post on Instagram Post a photo of the nominee, tag the nominee's Instagram profile, write a brief description of the service/contributions made by the "Hometown Hero" nominee in the caption, and tag @hawaiinationalbank AND #HNBHometownHeroes
- Complete and submit the online nomination form on the HNB Hometown Heroes website at https://heroes.hawaiinational.bank

Nominations submitted via Instagram must come from profile accounts that follow Sponsor (@hawaiinationalbank) and have profiles set to public. Submissions via private profile accounts, Instagram Stories, direct messages, comments, or other expiring forms will not be eligible. All nominations must be dated within 12:00am HST on May 11, 2020 to 11:59pm HST on June 18, 2020. Limit (1) nomination per person/account per day. You may not submit nominations more times than indicated by using multiple email addresses, identities, or accounts in an attempt to circumvent the rules. Nominations may be removed from eligibility at the sole discretion of Sponsor. Sponsor reserves the right in its sole and absolute discretion to disqualify any entry it deems incomplete, incoherent, illegible, inappropriate or abusive. Sponsor is not responsible for entries and images that are incomplete, illegible, lost, late, inaccurate, undelivered, delayed, misdirected, do not adhere to the rules

or specifications, or cannot be completed due to electronic or technical difficulties, regardless of cause. All nominations become the property of Sponsor and will not be acknowledged or returned.

Winner Selection and Notification

On each Friday in the Campaign Period, eligible nominations will be entered into a random drawing to determine winners ("Recipients"). Recipients will be notified directly from the contact information submitted with their nomination or through direct message on Instagram. Recipients will also be listed weekly on Instagram and on the HNB Hometown Heroes website. The number of Recipients drawn each week will be determined by Sponsor.

Nominators and Recipients will be notified of gift selection and given instructions for receiving the gift. Sponsor shall have no liability for Recipient's failure to receive notices due to spam or other security settings or for Recipient's provision of incorrect or otherwise non-functioning contact information. If Recipient cannot be contacted, is ineligible, fails to claim the gift within 5 days from the time award notification was sent, or fails to timely return information and documentation as required, the gift may be forfeited. Sponsor has up to 15 days from receipt of Recipient's complete contact information to distribute gift. Receipt by Recipient of the gift offered in this Sweepstakes is conditioned upon compliance with any and all federal, state, and local laws and regulations. If Recipient is not reachable at the telephone number or e-mail address provided and a forwarding e-mail address is not made available or if gift notification is returned as undeliverable, then the gift will be forfeited, and an alternate Recipient may be selected. Determinations made by Sponsor are final on all matters relating to the Sweepstakes. ANY VIOLATION OF THESE OFFICIAL RULES BY RECIPIENT (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN RECIPIENT'S DISQUALIFICATION AND ALL PRIVILEGES AS RECIPIENT WILL BE IMMEDIATELY TERMINATED.

Prizes

Recipients are eligible to receive a prize ("gift") valued at \$100 that can be awarded through PayPal or a gift card of Sponsor's choosing. The specifics of the gift shall be solely determined by Sponsor. Sponsor reserves the right to cease the Sweepstakes at any time. No cash or other gift substitution shall be permitted except at Sponsor discretion. The gift is nontransferable and each Recipient can only receive one (1) gift. Sponsor is not liable for any technical or logistical issues with Recipients retrieving the gifts from PayPal or through mail and will not reissue gifts. Any and all gift-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Recipient. No substitution of gift or transfer/assignment of gift to others or request for the cash equivalent by Recipient is permitted.

Acceptance of gift constitutes permission for Sponsor to use Recipient's name, likeness and nomination entry for purposes of advertising and trade without further compensation, unless prohibited by law.

<u>Limitation of Liability</u>

By participating in the Sweepstakes, nominators, nominees and Recipients agree to release and hold harmless the Sponsor, Instagram, PayPal and each of their parent companies, subsidiaries and affiliates, advertising and promotion agencies, its affiliates, and all of their respective agents, representatives, officers, directors, shareholders and employees from and against any claim or liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property, damages sustained due in whole or in part, directly or indirectly, from (i) such entrant's participation in the Sweepstakes and/or his/her acceptance, possession, use, or misuse of any gift or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network,

hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the nomination process or Sweepstakes; (v) electronic or human error in the administration of the Sweepstakes or the processing of nominations, (vi) the creation of a nomination including any and all claims for copyright infringement, invasion of privacy, violation of the right of publicity or defamation, (vi) the acceptance, possession, use or misuse of the gift or parts thereof, if applicable, or participation in the Sweepstakes or participation in any contest or related activity.

Terms & Conditions

By entering this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Entrants agree that this Sweepstakes is governed by the laws of the State of Hawaii without regard to its principles of conflicts of law. As a condition of entering the Sweepstakes, participant agrees that: a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Sweepstakes, or any gift awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Sweepstakes if/when it is not capable of running as planned. Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Terms & Conditions. Sponsor has the right, in its sole discretion, to maintain the integrity of the Sweepstakes, to void submissions for any reason, including, but not limited to: multiple entries from the same person per day; multiple entries from the same mobile phone or computer in excess of that allowed by Sweepstakes rules per day; or the use of photo manipulations, bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws. Should such attempt be made, Sponsor reserves the right to seek damages to the fullest extent permitted by law. Sponsor reserves the right to terminate or modify these Official Rules at any time, without cause or prior notice, and to interpret these Official Rules and make decisions regarding the interpretation of these Official Rules at any time in its sole and absolute discretion.

Rights Granted by Sweepstakes Participants

By entering the Sweepstakes, entrants grant Sponsor the right to where permitted by law, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, video, voice, likeness, image, statements about the Sweepstakes, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes without any further compensation, notice, review, or consent.

Privacy Policy

By entering, the information provided with a nomination is subject to the Privacy Policy stated on Sponsor's website. To read the Privacy Policy, <u>click here</u>.

This Sweepstakes is no way sponsored, endorsed or administered by, or associated with Instagram or PayPal. Instagram is a trademark of Instagram LLC. PayPal is a trademark of PayPal Inc.