

*Kapālama Kai*

*“Community Survey 2025 Giveaway”*

**SWEEPSTAKES OFFICIAL RULES**

(“Sweepstakes Rules”)

**NO PURCHASE NECESSARY**

**1. PROMOTION PERIOD:**

The Kapālama Kai (“Kapālama Kai”) “Community Survey 2025 Giveaway” Sweepstakes (“Sweepstakes”), begins at 8:00 AM Hawai’i-Aleutian Standard Time (“HAST”) on Monday, August 11, 2025 and ends at 11:59 PM HAST on Friday, October 31, 2025 (“**Promotion Period**”).

**2. SPONSOR:**

The sponsor is Olomana Loomis ISC, Inc. (“Sponsor”), 900 Fort Street Mall, Suite 1548, Honolulu, Hawai’i 96813.

**3. ELIGIBILITY:**

The Sweepstakes is open only to legal U.S. citizens (residing in Honolulu, Hawai’i) who are 18 years of age or older as of Monday, August 11, 2025. **No purchase necessary and entrants need not be present at the drawings to win.** The following individuals are ineligible to participate in the Sweepstakes:

- A. Directors, officers, employees, and agents of Sponsor, The Trustees of the Estate of Bernice Pauahi Bishop dba Kamehameha Schools (“KS”), and their subsidiaries, affiliates, and advertising and promotional agencies.
- B. The immediate families of the group in section 3.A., including, but not limited to, their spouses, children, siblings, parents, in-laws, grandmothers, grandfathers, grandchildren and any spouse thereof.
- C. A person residing in the same household as any of the groups in sections 3.A. through 3.B.

**4. HOW TO ENTER:**

Entrants must complete the Kapālama Kai Community Survey and submit their required contact information (full name, email address and zip code) via the online form available here: [Kapālama Kai Community Survey 2025](#)). The survey only takes approximately 5 minutes to complete. To enter without completing the online form, clearly write your full name, email address, and zip code on a piece of paper and mail it to: Kapālama Kai Community Survey 2025 Giveaway, c/o Olomana Loomis ISC at 900 Fort Street Mall, Suite 1548, Honolulu, Hawai’i 96813. Entering the sweepstakes in this manner (without completing the online form) will not decrease or impair an entrant’s chance of winning. **One entry is allowed per person** for the duration of the

Promotion Period, regardless of method of entry. Any ineligible entries received will be automatically void. Sponsor will not be responsible for entries deemed ineligible due to reasons beyond Sponsor's control, including (but not limited to) lost, late, mutilated, incomplete, illegible or unintelligible entries, or technological failures of any kind, or failures in the method of delivery or service. All entries become the property of Sponsor and will not be acknowledged or returned unless required by applicable law.

## 5. RANDOM DRAWING AND PRIZE:

Prize ("Prize"): There will be (5) prizes available:

- **Prize Pack #1 "Aloha Kakahiaka"**: One (1) \$30.00 gift certificate to Egghead Cafe, one (1) \$20.00 gift certificate to Lion Coffee, one (1) Kapālama Kai color-changing cup, and one (1) Kapālama Kai pen. Total value: approximately \$52.00.
- **Prize Pack #2 "Treat Yourself"**: One (1) \$30.00 gift certificate to Hawaiian Pie Company, one (1) \$20.00 gift certificate to Island Popper, one (1) Kapālama Kai color-changing cup, and one (1) Kapālama Kai pen. Total value: approximately \$52.00.
- **Prize Pack #3 "Dinner and Dessert"**: One (1) \$30.00 gift certificate to Kikuya Japanese Restaurant, one (1) \$20.00 gift certificate to Elvin's Bakery, one (1) Kapālama Kai color-changing cup, and one (1) Kapālama Kai pen. Total value: approximately \$52.00.
- **Prize Pack #4 "Local Grinds"**: One (1) \$30.00 gift certificate to Nippon Bento & Catering, one (1) \$20.00 gift certificate to Han Yang, one (1) Kapālama Kai color-changing cup and one (1) Kapālama Kai pen. Total value: approximately \$52.00.
- **"Kapālama Kai 'Ohana Grand Prize"**: One (1) Fresh Seas Market poke kit (market price, approximately \$60.00), one (1) \$50.00 Teishoku Restaurant gift certificate, one (1) \$50.00 Pro Nails Salon gift certificate, one (1) \$50.00 Ha Long Pho Noodle House gift certificate, one (1) \$50.00 Farm Link Hawai'i gift certificate, one (1) Eggs Hawai'i gift certificate (market price, approximately \$20.00), one (1) Kapālama Kai color-changing cup, and one (1) Kapālama Kai pen. Total value: approximately \$282.00.

The winner of Prize Pack #1 "Aloha Kakahiaka" will be selected in a random drawing conducted by Sponsor on Monday, August 25, 2025 from among all eligible entries received from Monday, August 11, 2025 through Sunday, August 24, 2025.

The winner of Prize Pack #2 "Treat Yourself" will be selected in a random drawing conducted by Sponsor on Monday, September 8, 2025 from among all eligible entries

received from Monday, August 11, 2025 through Sunday, September 7, 2025, excluding the winner of Prize Pack #1.

The winner of Prize Pack #3 “Dinner and Dessert” will be selected in a random drawing conducted by Sponsor on Wednesday, October 1, 2025 from among all eligible entries received from Monday, August 11, 2025 through Tuesday, September 30, 2025, excluding the winners of Prize Pack #1 and Prize Pack #2.

The winner of Prize Pack #4 “Local Grinds” will be selected in a random drawing conducted by Sponsor on Wednesday, October 15, 2025 from among all eligible entries received from Monday, August 11, 2025 through Tuesday, October 14, 2025, excluding the winners of Prize Pack #1, Prize Pack #2 and Prize Pack #3.

The winner of the “Kapālama Kai ‘Ohana Grand Prize” will be selected in a random drawing conducted by Sponsor on Monday, November 3, 2025 from among all eligible entries received from Monday, August 11, 2025 through Friday, October 31, 2025, excluding the winners of Prize Pack #1, Prize Pack #2, Prize Pack #3, and Prize Pack #4.

Odds of winning are dependent upon the number of eligible entries received.

Each entrant may only win once.

Each winner will be notified via email using the contact information pulled from the winner’s submitted Kapālama Kai Community Survey online form or mailing. Each winner must reply via email within four (4) days confirming their eligibility to claim their Prize. At the sole discretion of Sponsor, an alternate winner may be drawn in the event Sponsor does not receive a response from the winner within four (4) days or if the winner is determined to be ineligible to win. Winner is responsible for any and all federal, state and local taxes, if applicable, and must provide Sponsor with valid identification before the Prize will be awarded.

Prizes cannot be substituted, assigned, transferred, or redeemed for cash; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion if any advertised prize becomes unavailable. Winner is responsible for any theft or loss of a Prize after it has been delivered. Sponsor will not replace any lost or stolen Prize.

Sponsor will arrange for each Prize to be made available for pickup in Kapālama Kai within two (2) weeks of the winner responding to the email notification and confirming their eligibility. Prize must be picked up within the allotted timeframe. If the winner does not pick up their Prize on the specified date, an alternate winner may be drawn.

## 6. GENERAL:

By entering the Sweepstakes, you agree: (a) to be bound by the Sweepstakes Rules; (b) to release and hold harmless Sponsor, Prize suppliers, KS, including their trustees, stockholders, directors, officers, employees, subsidiaries, agents and representatives from and against any and all liabilities, claims, damages, or losses arising out of or

relating in any way to your voluntary participation in the Sweepstakes and/or the acceptance, use, misuse, or possession of any Prize received in the Sweepstakes; (c) to allow Sponsor and KS to use, without additional compensation, notice, stipulation, or approval, your name, photo, likeness and/or other characteristic or attribute of your personality for advertising or publicity purposes relating to the Sweepstakes or Kapālama Kai in any media now known or hereinafter invented; and (d) to bear sole responsibility for any taxes or other liabilities and obligations resulting from your voluntary participation in the Sweepstakes and/or the acceptance and/or use of any Prize.

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion, and in the event of cancellation, Prizes will be awarded via a random drawing from among all eligible entries received prior to cancellation.

Inaccurate, fraudulent, or falsified entries or failure to comply with the Sweepstakes Rules may result in disqualifications or forfeiture of Prizes at the sole discretion of Sponsor.

SPONSOR AND KS ARE NOT RESPONSIBLE IF PRIZES CANNOT BE AWARDED OR USED DUE TO CANCELLATIONS, DELAYS, OR INTERRUPTIONS CAUSED IN WHOLE OR IN PART BY ACTS OF GOD, ACTS OF WAR, NATURAL DISASTERS, WEATHER, FIRE, FLOOD, EARTHQUAKE OR OTHER CASUALTY, TERRORISM, WAR, INSURRECTION, RIOT, CIVIL DISORDER, UNREST OR DISTURBANCE, MARTIAL LAW OR OTHER GOVERNMENTAL RESTRICTIONS, INCLUDING RATIONING, PANDEMICS, EPIDEMICS, FAILURE OF FACILITIES OR SYSTEMS, ANY NATURAL OR MAN-MADE DISASTER OR OTHER CAUSE OF LIKE NATURE THAT IS BEYOND THE REASONABLE CONTROL OF SPONSOR AND/OR KS.

Neither Sponsor nor KS will provide any warranties or guarantees with respect to any Prize, expressed or implied, including, but not limited to, the implied warranty of merchantability, appropriateness, fitness for a particular purpose, noninfringement, competency, safety, or security of the Prize.

If any provision of the Sweepstakes Rules is held to be unenforceable, it will be modified so that it is enforceable to the maximum extent permitted under applicable law and all other terms will remain in full force and effect. If the unenforceable provision cannot be so modified, it will be excluded from the Sweepstakes Rules, and all other terms of the Sweepstakes Rules will remain in full force.

The Sweepstakes Rules may not be altered, amended, changed, waived, terminated or modified in any respect or particular unless the same shall be in writing and consented to by Sponsor. No failure or delay of Sponsor in exercising any right, power, or privilege hereunder shall operate as a waiver of any such right, power, or

privilege; no single or partial exercise of any such right, power or privilege shall preclude any other or further exercise thereof; and no waiver of any of the provisions of the Sweepstakes Rules shall be deemed, or shall constitute, a waiver of any other provision, whether or not similar, and no waiver shall constitute a continuing waiver.

The Sweepstakes Rules shall be construed, governed and enforced in accordance with the laws of the State of Hawai'i without giving effect to principles of conflict of laws.

This Sweepstakes is void outside Hawai'i and where prohibited or restricted by law, and subject to all applicable federal, state, and local laws. Some restrictions may apply.

Disputes: Except where prohibited by law, entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the District of Hawai'i or the appropriate state court located in Honolulu, Hawai'i; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (c) 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 the Sweepstakes Rules, or the rights and obligations of the entrant, Sponsor or KS in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Hawai'i, without giving effect to any choice of law or conflict of law rules (whether of the State of Hawai'i or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawai'i.

Privacy: Information collected from entrants is subject to the Privacy Policy of Kapālama Kai, an entity of KS, which can be found at the following URL: <https://www.ksbe.edu/terms-and-conditions>

## **7. OFFICIAL RULES AND PRIZE WINNERS' LIST:**

For a copy of the Sweepstakes Rules, visit [kapalamakai.com](http://kapalamakai.com). For prize winners' list, send a self-addressed, stamped envelope to be received by Sunday, November 30, 2025 to: Attn: "Kapālama Kai Community Survey 2025 Giveaway", c/o Olomana Loomis ISC, 900 Fort Street Mall, Suite 1548, Honolulu, Hawai'i 96813.