

# "Make Your Own Hawaii Memories - Sweepstakes"

## Official Rules

### **I. NAME OF SPONSOR & ADMINISTRATOR**

The Hawaii Visitors and Convention Bureau, 2270 Kalakaua Ave., Suite 801, Honolulu, HI 96815, hereafter referred to as "Sponsor."

ABC7 KGO-TV, hereafter referred to as "Administrator."

This Sweepstakes is in no way sponsored, endorsed or administered by, or associated with Facebook. You are providing your information to ABC7 KGO-TV, and not to Facebook. The information you provide will only be used in accordance with the ABC7 KGO-TV's privacy policy, which may be viewed at: <http://corporate.disney.go.com/corporate/pp.html>

### **II. ELIGIBILITY**

Open only to legal residents of California, 21 years of age or older and must be in the ABC7 KGO-TV viewing area as defined by the A.C. Nielson Company (Alameda, Contra Costa, Lake, Marin, Mendocino, Napa, San Francisco, San Mateo, Santa Clara, Solano & Sonoma counties).

Any individuals (including but not limited to employees, consultants, independent contractors, and interns) who have, within the past six months, performed services for ABC7 KGO-TV San Francisco, and their respective parent, subsidiary, and affiliated companies and entities, their advertising/promotional agencies or vendors and the immediate family/ members of the same household of anyone so employed are ineligible., any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the sweepstakes or supplying the prize, and/or their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or play. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses. "Household members" shall mean people who share the same residence at least three months a year. All eligibility is subject to all federal, state, and local laws and regulations.

### **III. HOW AND WHEN TO ENTER**

#### **NO PURCHASE NECESSARY.**

During the Sweepstakes Period, enter the Sweepstakes through the ABC7 KGO-TV Sweepstakes application on Facebook (the "Application"). You may access the Application via the ABC7News page on Facebook at [www.facebook.com/ABC7News](http://www.facebook.com/ABC7News). You must then complete the entry form with

all required information, which will include your full name, email address, city, state and date of birth on the entry submission page, and agree to the Official Rules. To enter, you must "Like" the ABC7News page. Limit: One (1) entry per person.

Sponsor, Administrator, Facebook, Inc., and the Sweepstakes Entities are not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including but not limited to electronic malfunction or damage of any network, hardware or software. If for any reason the sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the sweepstakes, Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the sweepstakes. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries; or any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or electronic entry to be received on account of technical problems or traffic congestion on the Internet or at any Web-site, or any combination thereof, including any injury or damage to entrant's or any other person's computer related to or resulting from participation in or downloading any materials from this sweepstakes. In the event of a dispute over an electronic entry, prize will be awarded to the owner of the e-mail account, not the name on the entry form.

Participants must provide a valid e-mail address. It is the sole responsibility of the entrant to notify the Sweepstakes Administrator in writing if the entrant changes his/her e-mail address. To do so write to: "The Hawaiian Islands Sweepstakes" 900 Front St., San Francisco, CA 94111. In case of dispute as to identity of a winner who entered online, winner will be deemed to be the person who is the registered user of the e-mail address submitted in the winning entry.

Contest participants may also submit postcards to be entered. Print your name, address, date of birth, and phone number on a standard 3.5"x5" postcard. Entries must be sent to "The Hawaiian Islands Sweepstakes", ABC7, 900 Front St., San Francisco, CA 94111. Sponsor & Administrator are not responsible for mail that is lost, stolen, late, illegible, incomplete, damaged, mutilated, misdirected, altered, tampered with, or postage-due.

All entries submitted are the property of the Sponsor. Limit: One (1) entry per person, regardless of method of entry. Sweepstakes begins on March 3, 2014 and ends on March 31, 2014. Entries must be submitted and received by 11:59 am Pacific Standard Time (PST) March 31, 2014. Entries remain the property of Sponsor & Administrator and will not be returned or acknowledged.

#### **IV. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED**

One (1) Grand Prize Winner will be selected at random from among all valid entries received. Entry in this Sweepstakes does not constitute entry into any other promotion, contest, or sweepstakes.

Odds of winning depend on the number of eligible entries received.

Drawing will be conducted by Administrator. By participating, entrants agree to the Official Rules and the decisions of the Administrator, which shall be final and binding in all respects.

Conduct of the Sweepstakes and the drawing are under the supervision of the Administrator. Potential winner will be notified by email or via telephone, using the contact information provided at the time of entry. Sponsor shall have no liability for any potential prize winning notification that is lost, intercepted or not received by any potential winner for any reason. If, despite reasonable efforts, any potential winner does not respond within two (2) days of the first notification attempt, or if the prize notification is returned as unclaimed or undeliverable such prize winner will forfeit his or her prize and an alternate winner may be selected. If any potential prize winner is found to be ineligible, or if he or she has not complied with these Official Rules or declines a prize for any reason prior to award, such potential prize winner will be disqualified and an alternate prize winner may be selected.

#### **V. PRIZE**

**Grand Prize:** A trip for two (2) people to Maui, Hawaii.

- Roundtrip airfare for two, from Northern California (SFO/OAK/SJC) to Maui airport (OGG), Economy class
- Five Nights stay at Wailea Beach Marriott Resort & Spa
- 6 Days Car Rental (Economy)  
Note: Minimum age for rental is 18. Drivers age 18-24 must pay an additional surcharge directly to Rental Car company at time of pick-up.
- Valid for booking and travel March 28, 2014 – March 28, 2015, subject to availability.

Persons under the age of 21 must be accompanied by an adult at all times. Airlines – Children 4 years of age and younger may NOT travel alone; must be accompanied by a passenger at least 18 years of age.

Award is non-transferable, non-refundable, and not redeemable for cash and may not be sold. Travel over holidays and other peak travel periods is

restricted. Airline fuel surcharge plus all airline taxes (Federal Excise & Hawaii taxes), optional insurance and any upgrades are the responsibility of the recipient. The recipient of this certificate is responsible for paying any applicable taxes, resort fees, parking fees, room service charges and any other incidentals, taxes or fees assessed directly by the hotel, and/or not directly specified above. Travel is subject to availability and some restrictions may apply. A \$350 change fee per person applies to all changes once the itinerary is confirmed; a \$300 fee per person will be charged for all cancellations.

Does not include the mandatory \$30.00 (plus tax) per room, per day resort fee payable directly to the hotel. Resort fee includes two complimentary welcome Mai Tai drinks per stay at Kumu Bar & Grill or 2 cups of Starbucks Coffee or two Starbucks oatmeal per room, per stay at Lauhala Hut, unlimited US Domestic long distance phone calls, unlimited local phone calls, outgoing domestic U.S. fax service (up to 20 pages), 15% discount on laundry and dry cleaning services, 20% discount on FedEx and UPS shipping through Akamai Business Center, 10% discount on jewelry purchases (excluding special promotions and events at Grande' Gems and complimentary jewelry cleaning between 1pm-5pm daily, 10% discount on a 50-minute service at Mandara Spa, 20% discount at Mala Wailea Restaurant for dinner only (restrictions apply), 10% discount on full Cabana & Casabella rentals at Maluhia Pool (based on availability), 20% discount for boogie board and paddle board rental at Wailele Towel Hut, 10% discount off ocean side cabanas and free intro scuba lesson and daily self parking. Inclusions and resort fee charge is subject to change without notice.

Note: Please be advised that the Wailea Beach Marriott is a non-smoking hotel. Designated smoking areas are located at the beach walk and in front of the hotel near the bus service area. Marriott Rewards Points are not applicable to Wholesale bookings.

**ARV Grand Prize: \$4,250.00 U.S.**

Federal, state and local taxes, if any, are the sole responsibility of the winner, who will receive an IRS Form 1099 reflecting the final actual value of any prize valued at \$600 or more.

Winners are not entitled to exchange or transfer prizes or to obtain cash or other substitutes, but Sponsor in its sole discretion may substitute prizes of equal or greater value.

Prize is subject to availability. Sponsor is not responsible for cancellation or preemption of show/contest/event/meeting or for other circumstances that make it impractical or impossible to fulfill this element of the prize. If it becomes impractical or impossible to fulfill this prize, Sponsor's only obligation will be to provide the remainder of prize.

**DAILY RESORT CHARGE WILL BE PAID BY KGO, TELEVISION, INC.** Resort fee includes two complimentary welcome Mai Tai drinks per stay at Kumu Bar & Grill or 2 cups of Starbucks Coffee or two Starbucks oatmeal per room, per stay at Lauhala Hut, unlimited US Domestic long distance phone calls, unlimited local phone calls, outgoing domestic U.S. fax service (up to 20 pages), 15% discount on laundry and dry cleaning services, 20% discount on FedEx and UPS shipping through Akamai Business Center, 10% discount on jewelry purchases (excluding special promotions and events at Grande' Gems and complimentary jewelry cleaning between 1pm-5pm daily, 10% discount on a 50-minute service at Mandara Spa, 20% discount at Mala Wailea Restaurant for dinner only (restrictions apply), 10% discount on full Cabana & Casabella rentals at Maluhia Pool (based on availability), 20% discount for boogie board and paddle board rental at Waialele Towel Hut, 10% discount off ocean side cabanas and free intro scuba lesson and daily self parking. Inclusions and resort fee charge is subject to change without notice.

## **VI. RELEASES**

By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor and the sweepstakes Administrator, which shall be final in all respects.

By participating in this sweepstakes and accepting any prize that they may win, entrants agree to release The Hawaii Visitors and Convention Bureau, ABC7 KGO-TV San Francisco, KGO Television, Inc., Facebook, their parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this sweepstakes and/or acceptance or use of the prize.

Entrants authorize the Released Parties to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation.

To claim prize, (a) winner must provide proof of age, identity and residency; and (b) winner must sign and return affidavit of eligibility/compliance with rules, publicity/liability release and indemnification, all within the time period specified by Sponsor.

## **VII. MISCELLANEOUS; WINNERS' LIST**

Void where prohibited. All federal, state and local laws and regulations apply.

Administrator reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify and/or suspend the sweepstakes in the event of tampering or other circumstances, including but not limited to acts of God or civil disturbance that render it impractical or impossible to complete or fulfill the contest as originally planned.

For the names of the prize winners, send a self-addressed, stamped envelope to "Make Your Own Hawaii Memories Sweepstakes" Winners, 900 Front St., San Francisco, CA 94111 by April 30, 2014.