

“Money Bags” Promotion

Pick 1 of 100

Sample Contest Rules

1. No purchase necessary to play. A purchase will not increase your chance of winning. Eligibility requirements: (i.e. Open to all residents of Hawaii who are 21 years of age or older on the date of entry) and exclusions (i.e. ..., excluding employees (including their family and household members) of the Promotion Sponsor, and any promotional companies involved in this Promotion). If an alternate method of entry is available, the method should be detailed here. By participating, you agree to these Official Rules and to all decisions of Sponsor, which are final and binding in all respects.
2. Paradise Beverages is the Sponsor of the Kia Soul Giveaway Promotion. The Promotion begins on 7/17/14 and ends on 9/2/14 in the state of Hawaii Sponsor reserves the right to modify or terminate the Promotion at any time.
3. **Contestant Selection:** 100 entries will be selected randomly from Time Supermarkets & Aloha Kia locations statewide, overall 29 places to enter in Hawaii. If a contestant is out of state, they may be represented by a proxy on Oahu. The official selection of the winner will be on September 21st at Aloha Kia on Nimitz Drive in Honolulu
4. **How to Play:** 1 randomly selected contestant will have the opportunity to select ONE (1) out of ONE-HUNDRED (100) sealed envelopes. One (1) of the 100 envelopes will contain a Grand Prize winning message (Congratulations you won a brand new Kia Soul) and ninety-nine (99) envelopes will contain consolation prize messages (Sorry but you still won a 1 year lease courtesy of Aloha Kia). If the contestant selects the envelope containing the Grand Prize winning message (Congratulations you won a brand new Kia Soul) the contestant will win the Grand Prize. If the contestant selects an envelope containing a consolation prize message (Sorry but you still won a 1 year lease courtesy of Aloha Kia), he/she will win the consolation prize. Only one envelope out of the set of 100 may be opened. If more than one envelope is opened, the promotion is void and SPONSOR is not liable for any prize reimbursement. Envelopes that are mutilated, altered, copied, hand printed, forged, water damaged, or tampered with in any way, or which contain any printing or typographical errors, will be considered null and void and will not be eligible for prize redemption.
5. **Prizes Available:** One (1) Grand Prize of (16,800- value of Aloha Kia Soul), Odds of winning: 1 in 100. If the grand prize is not won, it will not be awarded. All taxes are the sole responsibility of the winner(s). Prizes are not transferable. The grand prize winner (if any) will be required to sign an affidavit form including release of liability to Sponsor and allowing Sponsor to use the winners name and likeness for advertising purposes without additional compensation to the promotion winner and a Federal Tax form - 1099 Misc. In the event winner fails to timely return documents, or prize is returned as non-deliverable, or if potential winner is found not to be eligible or not in compliance with these Official Rules, disqualification may result. No alternate winner will be selected.

Each participant, as a condition of participating, releases and agrees to indemnify and hold harmless Sponsor, the prize provider, their respective parents, affiliates, subsidiaries, related companies, advertising and promotion agencies and all of their respective directors, officers, employees, representatives, agents, successors and assigns from any and all liability for any injuries, loss or damage of any kind to person(s), including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of a prize or participation in any Promotion related activity, or participation in this Promotion. The winner shall bear all risk of loss or damage to his/her prize after it has been delivered.

Sponsor reserves the right, at its sole discretion, to disqualify any individual from the Promotion that it finds, in its sole discretion, to be tampering with the entry process, or the operation of the Promotion, to be acting, or be, in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive

manner, or with intent to annoy, abuse, threaten or harass any other person or interfere in any manner with any aspect or portion of this Promotion. Any use of robotic, automatic, macro, programmed, copied, or like entry methods, will void all such entries by any such methods, and will disqualify any participant using such methods.

6. Limitations of Liability:

- a) Any attempted participation by means other than those permitted by these Rules, is void. Sponsor and any participating promotion agencies or prize providers will not be responsible for lost, late, incomplete, stolen, misdirected, illegible or postage-due entries; or any technical error or failure, or unauthorized human intervention, or for the inaccurate capture of entry or other information, or the failure to capture any such information. Sponsor is not responsible for contacting any participant if that participant has changed contact information and failed to provide Sponsor with the proper contact information when such information is required.
- b) Neither Sponsor nor any participating promotion agencies or prize providers are responsible for any incorrect or inaccurate information or for any faulty or failed electronic data transmissions, lost, late, damaged, misdirected entries, incomplete or inaccurate capture of entry information (regardless of cause). If, for any reason, the Promotion is not capable of running as planned for any reason which Sponsor, in its sole opinion, deems could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, Sponsor reserves the right to terminate, modify or suspend this Promotion, in whole or in part, and if possible, to select the Contestants from entries received prior to the action taken or as otherwise may be deemed fair and appropriate by Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual found to be tampering with the entry process or the operation of the Promotion; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion.

IN NO EVENT WILL SPONSOR, ANY PARTICIPATING PROMOTIONAL COMPANIES OR PRIZE PROVIDERS, OR THEIR RESPECTIVE PARENTS, AFFILIATES, SUBSIDIARIES AND RELATED COMPANIES, THEIR ADVERTISING OR PROMOTION AGENCIES OR THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, REPRESENTATIVES, AGENTS, SUCCESSORS AND ASSIGNS BE LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES.

7. **Miscellaneous:** This Promotion is subject only to the laws of Hawaii in the United States. Prizes will be awarded and/or delivered only to addresses within the United States. Unclaimed prizes will not be awarded. Additionally, Sponsor reserves the right to prosecute any fraudulent activities to the full extent of the law. Failure to comply with these Official Rules may result in disqualification. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.
8. **Arbitration/Choice of Law:** Except where prohibited, participants in the Promotion agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Promotion, or any prizes awarded, or the administration of the Promotion or the determination of winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration, to take place in the State of Hawaii, U.S.A. pursuant to the Rules of the American Arbitration Association, then effective, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion but in no event attorneys' fees; and (3) under no circumstances will a participant be permitted to obtain awards for and participants hereby waive all rights to claim 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. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of participant(s) and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Hawaii, without regard to conflicts of law doctrine.

9. **Winner list:** For the name of the winner, send a self addressed stamped envelope, postmarked by date to "Paradise Beverages Winner's List", 94-1450 Moaniani St, Waipahu, HI 96797. All local, state, and federal taxes are of sole responsibility of the winner(s). In the event the grand prize is awarded, the winner will be required to complete a winner's affidavit and release form and a Federal Tax form - 1099 Misc.