

**BANK OF HAWAII 5 MILLION HAWAIIANMILES GIVEAWAY - OFFICIAL RULES
NO PURCHASE/TRANSACTION NECESSARY.**

A PURCHASE OR TRANSACTION WILL NOT INCREASE YOUR CHANCES OF WINNING. YOU HAVE NOT YET WON.

1. **GIVEAWAY PERIOD:** Bank of Hawaii 5 Million HawaiianMiles Giveaway (“**Giveaway**”) begins 12:00 a.m. Hawaii Standard Time (“**HST**”) on September 1, 2021 and ends 11:59 p.m. HST on December 31, 2021 (“**Giveaway Period**”).
2. **ELIGIBILITY:** The Giveaway is open to all legal residents of the state of Hawaii who are 18 years of age or older as of date of entry. You do not have to be a Bank of Hawaii customer or cardholder to be eligible to enter or win. The following individuals are not eligible to enter or win: officers, directors, independent contractors and employees of Bank of Hawaii, Inc. (“**Sponsor**”), Don Jagoda Associates (“**Administrator**”), Hawaiian Airlines, Inc., and each of their respective subsidiaries and affiliated companies; their distributors, contractors, web design, advertising, fulfillment, and promotional agencies and other individuals or entities involved in the administration, development, fulfillment and execution of the Giveaway (collectively, “**Promotion Entities**”) and all of their immediate household members (not limited to but including: spouse, parent, child, sibling, in-laws). The Giveaway is intended solely for viewing and participation in the state of Hawaii and shall be construed and evaluated solely under United States federal, state and local laws. The Giveaway is void where prohibited, taxed or restricted by law. Winning a prize is contingent upon fulfilling all requirements set forth herein. An eligible Bank of Hawaii Visa Debit Card, Bankoh Hawaiian Airlines Visa Debit Card, Bank of Hawaii Business Debit Card, Bank of Hawaii Black Visa Debit Card (with HawaiianMiles®) or EASE by Bank of Hawaii Visa Debit Card (each, a “**Participating Card**”) cardholder (“**Cardholder**”) must have their account in good standing (as determined by Sponsor in its sole discretion) through the end of the Giveaway/winner notification. In the event of a dispute as to the identity of a winner who is a Cardholder, such entry will be deemed to be submitted by the primary Cardholder/business of the eligible Bank of Hawaii Account (“**Account**”) in question. In the event a business Cardholder wins, the prize will be awarded to the business and not the individual named on the Participating Card.
3. **HOW TO ENTER:** No purchase or transaction is necessary to enter or win. There are two (2) ways to enter the Giveaway during the Giveaway Period:

Entry Method 1: During the Giveaway Period, for each qualified purchase transaction (each, a “**Transaction**”) made on your Participating Card you will receive one (1) entry in the applicable Monthly Entry Period and the Grand Prize drawing, as defined in the Entry Chart below. You will earn an additional entry for a total of two (2) entries if your Transaction is a tap to pay contactless Transaction in person at a merchant terminal using a contactless Participating Card directly or through a payment-enabled mobile or wearable device.

Entry Method 2: Eligible individuals will receive two (2) entries without making a Transaction by hand printing their name, complete mailing address, email address, telephone number and date of birth on a plain 3”x5” piece of paper and mailing it in a hand-addressed stamped envelope to: Bank of Hawaii 5 Million Miles Giveaway, P.O. Box 7699, Melville, NY 11775-7699.

Entry Chart					
Monthly Entry Period #	Monthly Entry Period Start Dates	Monthly Entry Period End Date	Mailed Entry Postmark Date	Mailed Entry Receive-By Date	Drawing will be held on or about
1	9/1/2021	9/30/2021	9/30/2021	10/7/2021	10/8/2021
2	10/1/2021	10/31/2021	11/1/2021	11/8/2021	11/9/2021
3	11/1/2021	11/30/2021	11/30/2021	12/7/2021	12/8/2021
4	12/1/2021	12/31/2021	12/31/2021	1/7/2022	1/10/2022
Grand Prize	9/1/2021	12/31/2021	12/31/2021	1/7/2022	1/10/2022

Entry Restrictions: All Transaction entries, and mailed entries submitted shall herein be referred to as the “Entry” or “Entries.” By submitting an Entry, you agree to these terms and Official Rules for this Giveaway, and to the decisions made by the Administrator and/or Sponsor. There is no limit to the number of Entries an entrant can receive. You further agree that there is no appeal or manner in which to object to the decision, opinions or determinations of the Sponsor or Administrator. **Mailed entries must be postmarked and received according to the Entry Chart above** to be eligible for the applicable Monthly Entry Period and the Grand Prize drawing. There is a limit of two (2) entries per mailing envelope. There is no limit to the total number of entries an entrant may submit via this non-purchase method of entry.. Mechanically reproduced mailed entries are automatically void. Illegible mailed entries are void. All entries become the exclusive property of Sponsor and none will be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, damaged, misdirected, returned or postage-due entries, which will be disqualified.

The following Transactions will qualify for entry: Only qualified purchases made with a Participating Card that is in good standing (throughout the Giveaway and through winner notification), and issued by Bank of Hawaii in Hawaii in the U.S. to an identifiable end user and that are processed and submitted through Bank of Hawaii’s transaction processing system during the Promotion Period are eligible for automatic entry. This includes debit card point of sale purchases using the “Credit” or “Debit” function at a merchant terminal, contactless purchases, debit card purchases that require a signature to complete the transaction, debit card purchases that require a PIN to complete the transaction and online and mobile purchases (ecommerce) using your debit card. One time or recurring transactions will both qualify.

The following Transactions will not qualify for entry: Participating Card transactions posted after the Promotion Period, ATM withdrawals/transfers/deposits, Account adjustment transactions/returns, and debit transactions, late payment fees, over-limit or over-draft fees, cash advances, annual fees, balance transfers and/or other fees assessed on your account, and the purchase of cash equivalents such as traveler’s checks, cashier’s checks, and money orders. Entries from unauthorized Participating Card use or made with lost, stolen, or fraudulent Participating Cards are void.

4. **MONTHLY AND GRAND PRIZE RANDOM DRAWING WINNER SELECTION/ODDS:** The Administrator, an independent judging agency, will conduct all random Monthly Drawings and the Grand Prize Drawing.

Monthly Drawings: Ten (10) Monthly First Prize winners (subject to verification) will be selected in each Monthly drawing, which will be held on or about the dates as defined in Entry Chart above. Monthly Drawings will be conducted from among all eligible Entries received during the applicable

Monthly Entry Period. For the purposes of this Giveaway, a month is defined as the dates outlined in the Entry Chart above. The odds of winning a Monthly Drawing prize depend upon the total number of eligible Entries received by the end of each Monthly Entry Period and compliance with the exact requirements of these Official Rules.

Grand Prize Drawing: The Grand Prize winner will be selected in the Grand Prize Drawing, which will be held on or about January 10, 2022, from among all eligible Entries received throughout the entire Giveaway Period. The odds of winning the Grand Prize depend upon the total number of eligible Entries received throughout the entire Giveaway Period and compliance with the exact requirements of these Official Rules.

- 5. PRIZES AND ACTUAL RETAIL VALUES ("ARVs"):** **One (1) Grand Prize:** 1,000,000 Hawaiian Airlines HawaiianMiles. ARV: \$30,000. **Forty (40) Monthly First Prizes (ten (10) awarded per Monthly Entry Period):** 100,000 Hawaiian Airlines HawaiianMiles. ARV: \$3,000 each. Total ARV of all prizes: \$150,000. The Grand Prize and Monthly First Prize winners will receive an IRS 1099 Tax Form in the mail for the value of the prize, to be processed in the year in which they receive the prize. The winners will be solely responsible for all applicable federal, state and/or local taxes, and for any other fees or costs associated with the prize awarded. No prize substitution or transfer of prizes permitted except at sole discretion of the Sponsor. Limit: one (1) prize per person.

Potential winners must establish a free Hawaiian Airlines HawaiianMiles account if they do not already have such an account. HawaiianMiles accounts are free to open, and the account and use of the HawaiianMiles are subject to the program's terms and conditions: [HawaiianAirlines.com/legal/hawaiianmiles-terms-and-conditions](https://www.hawaiianairlines.com/legal/hawaiianmiles-terms-and-conditions). Miles can be redeemed by the applicable winners immediately after winner opens a HawaiianMiles account/follows the applicable instructions for redemption.

HawaiianMiles may expire in accordance with standard terms and conditions applicable to the HawaiianMiles program and can be reviewed at <https://www.hawaiianairlines.com/legal/hawaiianmiles-terms-and-conditions>. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO ANY PRIZE OR ANY OTHER ASPECT OF A PRIZE WINNER'S ACCEPTANCE OR USE OF THE PRIZE.

- 6. WINNER NOTIFICATION:** Potential winners will be notified by email by the Administrator. All potential winners must comply with all terms and conditions of these Official Rules, and being declared an official winner is contingent upon fulfilling all requirements set forth herein. Potential winners may be required to sign and return to the Administrator, a Declaration of Eligibility/Compliance and a publicity/liability release ("**Winner Documents**"), as allowed by law, within twenty-four (24) hours of notification attempt or they will forfeit the prize. In the event of prize forfeiture, a potential winner is unreachable, the prize notification is undeliverable, or if a potential winner declines acceptance of the prize, Sponsor may award the prize to a randomly selected alternate potential winner. All potential winners of the Giveaway are subject to verification by Sponsor or Administrator, whose decisions as to the administration and operation of the Giveaway and the selection and verification of potential winners are final and binding in all matters related to the Giveaway. All materials submitted become the sole property of Sponsor and will not be returned.

- 7. LIMITATIONS OF LIABILITY:** Promotion Entities are not responsible for lost, late, mutilated, delayed, inaccurate, incomplete, postage due or misdirected Entries, interrupted or unavailable network servers involved in posting Transactions, processing Entries, internet access or other connections, miscommunications, failed telephone or computer transmissions/failures of any kind or jumbled, scrambled or misdirected Entries, or for phone, electrical, network, computer hardware or software or program malfunctions, inability to upload or download any information in connection with participating in the Giveaway, failures or difficulties or for other errors, omissions, interruptions, or deletions of any kind whether human, mechanical or electronic or for any damage to any person or person's computer or property related to participating in the Giveaway. Promotion Entities are not liable for any Transactions that are lost, misdirected, or fail to enter the system for any reason, or are processed reported or transmitted late or incorrectly for any reason. Promotion Entities are not responsible or liable for any internet connectivity costs, credit card costs, dial-up access costs, or upload fees. Persons found tampering with, abusing any aspect of this Giveaway, or violating these Official Rules, will be disqualified and may be subject to prosecution. CAUTION: ANY ATTEMPT TO UNDERMINE THE LEGITIMATE OPERATION OF THE GIVEAWAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner or Entry based on an automatic Entry, the winning Entry will be declared made by the Member who is the primary Cardholder of the Participating Card, which was used to make the applicable Transaction, as determined solely by Sponsor's records. IN NO EVENT WILL SPONSOR AND ITS AGENTS BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR PARTICIPATION IN THIS GIVEAWAY OR ACCEPTANCE OR USE/MISUSE OF ANY PRIZE.
- 8. GENERAL CONDITIONS:** By entering this Giveaway and/or accepting a prize as a selected winner, each entrant/winner agrees that they have read these Official Rules and that they will be strictly bound by them. Sponsor's decisions shall be final in all matters pertaining to this Giveaway and any/all prizes awarded. By accepting a prize, winners grant Sponsor the right to use their individual names, addresses, photographs, and likenesses for advertising, publicity & promotional purposes and for any other such purposes as Sponsor so determines, in any and all media worldwide without limitation, without further compensation or permission, except where prohibited by law. All federal, state and local laws apply. Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, if any fraud, technical failures, viruses, tampering, bug, unauthorized human intervention, outbreak of widespread illness, pandemic, or other similar occurrence, civil unrest or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to cancel, terminate, modify or suspend the Giveaway and award the prizes in a random drawing from among all eligible Transaction entries and all mailed entries received for each Monthly Entry Period and for the Grand Prize random drawing, prior to cancellation. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Giveaway or to be acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. No more than the stated number of prizes will be awarded.
- 9. GIVEAWAY DISPUTES: ENTRANT AGREES THAT:** (1) ANY AND ALL GIVEAWAY DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THIS GIVEAWAY OR ANY PRIZES AWARDED SHALL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION, AND

EXCLUSIVELY THROUGH ARBITRATION, AS PROVIDED BELOW; (2) ENTRANT HEREBY WAIVES HIS/HER RIGHT TO GIVEAWAY JURISDICTION; (3) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS SHALL BE LIMITED TO ACTUAL OUT-OF-POCKET COSTS INCURRED, INCLUDING COSTS ASSOCIATED WITH ENTERING THIS GIVEAWAY BUT IN NO EVENT ATTORNEYS' FEES; AND (4) UNDER NO CIRCUMSTANCES WILL ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY WAIVES 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. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Hawaii, without giving effect to any choice of law or conflict of law rules (whether of the State of Hawaii or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawaii. This Giveaway does not change the existing Bank of Hawaii Debit Card dispute process or your obligation to notify the Bank if you observe fraudulent activity on your account.

10. **ARBITRATION PROVISION:** By participating in this Giveaway, each entrant agrees: (i) that any and all disputes the entrant may have with, or claims entrant may have against, the promotion Entities relating to, arising out of or connected in any way with (a) the Giveaway, and/or (b) the determination of the scope or applicability of this agreement to arbitrate, will be resolved exclusively by final and binding arbitration administered by JAMS and conducted before a sole arbitrator in accordance with the rules of JAMS; (ii) this arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. §§ 1-16; (iii) the arbitration shall be held in Hawaii; (iv) the arbitrator's decision shall be controlled by the terms and conditions of these Official Rules and any of the other agreements referenced herein that the applicable participant may have entered into in connection with the Activation; (v) the arbitrator shall apply Hawaii law consistent with the FAA and applicable statutes of limitations, and shall honor claims of privilege recognized at law; (vi) there shall be no authority for any claims to be arbitrated on a class or representative basis, arbitration can decide only Entrant's and/or Sponsor's individual claims; the arbitrator may not consolidate or join the claims of other persons or parties who may be similarly situated; (vii) the arbitrator shall not have the power to award punitive damages against the Entrant or Sponsor; (viii) if the entrant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of entrant's filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; and (x) with the exception of subpart (vi) above, if any part of this arbitration provision is deemed to be invalid, unenforceable or illegal, or otherwise conflicts with the rules of JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, subpart (vi) is found to be invalid, unenforceable or illegal, then the entirety of this arbitration provision shall be null and void, and neither entrant nor Sponsor shall be entitled to arbitrate their dispute. For more information on JAMS and/or the rules of JAMS, visit their website at www.jamsadr.com
11. **PRIVACY:** Any personally identifiable information collected during your participation in this Giveaway will be collected by Sponsor and used by it and its agents solely for purposes of the proper

administration and fulfillment of the Giveaway as described in these Official Rules, and in accordance with Sponsor's Privacy Policy, posted at <https://www.boh.com/privacy> and as allowed by law.

12. **GENERAL RELEASE:** Each entrant hereby agrees to release, indemnify, and hold harmless Promotion Entities, from any claims, actions, damages, losses or injury of any kind including but not limited to personal injury or death, resulting from participating in the Giveaway or from acceptance, use or misuse of a prize awarded or participation in any prize-related activity. This limitation of liability is a comprehensive limitation of liability that applies to all damages of any kind, including (without limitation) compensatory, direct, indirect, or consequential damages; loss of data, income, or profit; loss or damage to property; and/or claims of third parties. Entrants agree that Promotion Entities have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, statutory, express, or implied (including but not limited to the implied warranties of merchantability, title, and fitness for a particular purpose), in fact or in law, relative to the Giveaway or to any prize. Under no circumstances should entrants give their Participating Card account number, or any information regarding their account, over the phone or via mail, in connection with this Giveaway.
13. **WINNERS LIST:** For a Winners List, send an email to: Winners@dja.com with WINNERS and 01-1644-02 as the subject line. Winners List will be sent after the prizes have been awarded. Requests must be received no later than January 7, 2022.
14. **SPONSOR/ADMINISTRATOR:** The Sponsor of this Giveaway is Bank of Hawaii, Inc., 130 Merchant St., Suite 130, Honolulu HI 96813. The Administrator of this Giveaway is Don Jagoda Associates, 100 Marcus Drive, Melville, NY 11747.

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