

Bank of Hawaii Hidden Hawaii Giveaway (“Giveaway”)

Official Rules

NO PURCHASE OR PAYMENT TRANSACTION NECESSARY TO PLAY OR WIN. GIVEAWAY SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. A PURCHASE OR PAYMENT TRANSACTION WILL NOT IMPROVE YOUR CHANCE OF WINNING

THIS CONTEST IS NOT SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH INSTAGRAM IN ANY WAY

In these Official Rules (“Official Rules”), the term “you,” “your,” and “Participant” refer to persons participating in the Giveaway, and “we,” “us,” “our,” and “BOH” refer to Bank of Hawaii, its parent, subsidiaries, and affiliates.

GAME PERIOD: Giveaway will begin November 1, 2021 (“Begin Date”) and continue through December 29, 2021 HST (“End Date”). The Begin Date to the End Date shall be referred to as the “Game Period,” which shall consist of nine (9) Weekly Entry Periods (each a “Weekly Entry Period”) described below.

ELIGIBLE PARTICIPANTS: Giveaway is open to all legal residents of the state of Hawaii who are 18 years of age and older as of the Begin Date. The following individuals are not eligible to play: officers, directors, independent contractors and employees of BOH (“Sponsor”), Don Jagoda Associates, Hawaiian Airlines, Inc., and each of their respective subsidiaries and affiliated companies or anyone associated with 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 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.

HOW TO PLAY: Each week, a location in the state of Hawaii will be chosen and highlighted. Daily clues will be given as follows until the end of the Weekly Entry Period. An Eligible Participant who correctly identifies that Weekly Entry Period’s location in a posted comment made on that Weekly Entry Period’s post on Bank of Hawaii’s Instagram will receive one (1) entry (“Eligible Entry”). You may make any number of comments (correct or incorrect), however, there is a limit of one (1) Eligible Entry per Eligible Participant per Weekly Entry Period. That week’s prize will be awarded to the Eligible Participant who is randomly selected among all other Eligible Entries. Odds of winning depend upon number of Eligible Entries received.

Weekly Entry Period #	Weekly Entry Period Start Date (HST)	Weekly Entry Period End Date (HST)	Prize
1	11/1/2021	11/3/2021	25,000 HawaiianMiles®
2	11/8/2021	11/10/2021	25,000 HawaiianMiles
3	11/15/2021	11/17/2021	25,000 HawaiianMiles
4	11/22/2021	11/24/2021	25,000 HawaiianMiles
5	11/29/2021	12/1/2021	25,000 HawaiianMiles
6	12/6/2021	12/8/2021	25,000 HawaiianMiles
7	12/13/2021	12/15/2021	25,000 HawaiianMiles
8	12/20/2021	12/22/2021	25,000 HawaiianMiles
9	12/27/2021	12/29/2021	25,000 HawaiianMiles

Monday

- Around 7 a.m. HST on HINow (“Morning Show”) on KGMB- Sunrise Edition and K5 – Sunrise Edition, the first hint will be revealed;
- On or around 9 a.m. HST a photo of the location with one (1) puzzle piece revealed will be posted on Bank of Hawaii’s Instagram page

Tuesday

- On or around 9 a.m. HST a photo with another puzzle piece revealed will be posted on the Bank of Hawaii’s Instagram page

Wednesday

- On or around 9a.m.HST a photo with another puzzle piece revealed will be posted on the Bank of Hawaii’s Instagram page
- The entry period closes at 11:59:59 p.m. HST, and all Eligible Entries will be put into a random drawing

Thursday

- On or around 9 a.m. HST a photo revealing the location will be posted on Bank of Hawaii’s Instagram page

PRIZES: Each Weekly Entry Period winner will receive 25,000 HawaiianMiles that will be deposited to their HawaiianMiles account within 6-8 weeks after winner’s confirmation of eligibility and Sponsor’s receipt of winner’s W-9 form.

Approximate retail value of the prize is \$750. Sponsor reserves the right to limit a winner to one (1) prize during the Game Period.

DETERMINATION OF WINNER: BOH will make only one attempt to notify a potential winner that their name was drawn. The Instagram account owner of the randomly drawn Eligible Entry will be notified via Instagram Direct Message that they are a potential winner and asked to confirm eligibility. If Statement of Eligibility is not confirmed via Instagram Direct Message by the date and time specified in the Direct Message, the next Eligible Entry drawn will be notified, and so on, until a winner is determined. Only when a potential winner returns the W-9 will the prize be awarded. Sponsor intends to award all prizes.

RELEASE OF LIABILITY: By participating, each Participant agrees (a) to abide by these Official Rules, and that all decisions of Sponsor shall be final and binding in all respects relating to this Giveaway; (b) to release, discharge and hold harmless Sponsor and all Promotion Entities, and their respective parents, affiliates, subsidiaries, and advertising and promotion agencies and their respective officers, directors, shareholders, employees, agents and representatives of the foregoing (collectively “Released Parties”) from any and all liability for any and all injury, losses and damages of any kind to any persons or property, including death, and resulting in whole or in part, directly or indirectly from participating in the Giveaway or any related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of Participant’s name, voice performance, photograph/video, image and/or likeness from programming, advertising, publicity and promotional purposes in any and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsor and/or its designees, without compensation or additional consents from Participant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. Participant

agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Giveaway without the prior written consent of Sponsor, which it may withhold in its sole discretion.

GENERAL: Sponsor has the sole power and absolute discretion to terminate or modify the Giveaway or these Official Rules at any time, for any reason and without notice and to interpret the rules and make decisions regarding the interpretation of these Official Rules, including but not limited to eligibility requirements. Any modification to these Official Rules will be posted at Boh.com/hiddenhawaii. No participant or winner shall have any right to challenge or contest any decision of Sponsor concerning the Giveaway, its rules, interpretations, determinations, eligibility, verification, timeliness, winners, prizes, or any other matter. All federal, state and local laws and regulations apply. Taxes are solely winners' responsibility. Winners may be required to complete an Affidavit of Eligibility/Liability, and unless prohibited by law, a Publicity Release, W-9 and any additional documents required by Sponsor at time they are notified that they are a potential winner. By participating and playing in the Giveaway, winner consents to Sponsor's use of their name, photograph, voice recording and likeness for publicity purposes without additional compensation or permission, except where prohibited by law. Neither Sponsor nor any partner nor any advertising and promotion agencies, nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any service, or any other error or malfunction, or for late, stolen, lost, illegible or misdirected entries or email, or for entries that are processed late or incorrectly. Activities deemed abusive or improper by Sponsor, in its sole discretion, will result in disqualification of participant from playing or winning in the Giveaway. Giveaway is administered by Sponsor. If Sponsor, in its sole discretion, deems that the Giveaway cannot be fairly or safely conducted, or if any other factor beyond Sponsor's reasonable control impairs the integrity, safety, or proper functioning of the Giveaway, Sponsor reserves the right to cancel the Giveaway and the prizes will instead be awarded in another giveaway in 2022.

GIVEAWAY DISPUTES: BY POSTING A COMMENT, PARTICIPANT 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 BY THE APPROPRIATE STATE OR FEDERAL COURT LOCATED IN HAWAII; (2) PARTICIPANT HEREBY AGREES AND SUBMITS TO GIVEAWAY JURISDICTION; (3) THAT 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 PARTICIPANT BE PERMITTED TO OBTAIN AWARDS FOR, AND PARTICIPANT 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 Participant 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.

WINNERS NAMES: For name of winners, send a stamped, self-addressed envelope to: Bank of Hawaii Marketing Department #318 PO Box 2900 Honolulu, HI 96846. Requests for Winners' name must be received by Bank of Hawaii within 60 days following the end of the Giveaway.

SPONSOR: Bank of Hawaii.