Bank of Hawai'i Mana Up Showcase Marketplace Event VIP Tickets Giveaway - Official Rules

NO PURCHASE/TRANSACTION NECESSARY TO ENTER OR WIN

A purchase or transaction will not increase your chances of winning. You have not yet won.

- 1. ELIGIBILITY: The Bank of Hawai'i Mana Up Showcase Marketplace Event VIP Tickets Giveaway (the "Giveaway") is open to all legal residents of the state of Hawai'i who must be 18 years of age or older and a resident of the state of Hawai'i at time of entry. This promotion is void where prohibited or restricted and is subject to all federal, state and local laws. The following individuals are not eligible to enter or win: officers, directors, independent contractors, and employees and their respective household family members of Bank of Hawai'i ("Sponsor"), its parent, subsidiaries, and affiliates; Sponsor's 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. Winning a prize is contingent upon meeting all requirements set forth in these Official Rules ("Official Rules").
- 2. ENTRY PERIOD: The Entry Period begins at 12:00:01 a.m. Hawaii Standard Time ("HST") on Wednesday, October 22, 2025, and ends at 11:59: p.m. HST on Tuesday, October 28, 2025 (the "Entry Period").
- 3. HOW TO ENTER: During the Entry Period go to boh.com/manaupshowcase ("Entry Site") where you will find the entry form ("Entry Form"). Limit 1 entry per person. An Entry Form submitted during the Entry Period will be eligible for the drawing. If more than one (1) entry is submitted during the Entry Period, only the first entry will count. Multiple entrants are not permitted to share the same email address. You must submit your entry via the Entry Site and the submission must contain:

Required Information:

Your Name

Your physical address zip code (no P.O. boxes)

Your email address

All Entry Forms become the property of Sponsor and only those Entry Forms containing the Required Information will be accepted as an eligible entry. By submitting an Entry Form, you are agreeing to the terms and requirements of these Official Rules and to all decisions made by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, misdirected, or returned Entry Forms.

- 4. RANDOM DRAWING. A drawing ("Drawing") will be held on or about Wednesday, October 29, 2025 ("Drawing Date") from among all completed eligible Entry Forms received during the Entry Period. Winner will be selected on the Drawing Date listed above, from among all eligible Entry Forms received during the Entry Period. Odds of winning the Prize are dependent upon the number of eligible Entry Forms received during the Entry Period. Taxes, including income taxes, on the prize are the sole responsibility of the winner. Proof of eligibility may be required.
- 5. PRIZE: One (1) winner will receive four (4) Mana Up Showcase Marketplace Event VIP Tickets ("Prize") (Approximate Retail Value (ARV): \$800.00) to be held on November 6, 2025 at Bloomingdale's Ala Moana Center (the "Event"). The Prize does not include transportation to or from the Event. Person drawn will be notified by email that they are a potential winner and will have 24 hours from the time the email is sent, to reply with the information/items requested in the notification. If a response is not received within 24 hours, that person will forfeit the prize, and another name will be drawn. Winner will receive an IRS 1099 Tax Form through mail for the value of the prize received, to be processed in the year in which they receive the prize. Each winner 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 and its usage. No other prize substitution or transfer will be permitted except at the sole discretion of Sponsor.
- 6. WINNER NOTIFICATION: Potential winner will be notified by email from Sponsor at the email address included in the Entry Form submitted. Potential winner must comply with all terms and conditions of these Official Rules, and being determined as the official winner is contingent upon fulfillment of all requirements set forth herein and the email notification, and response within 24 hours of when the email notification was sent. Potential winners will be required to sign and return a W-9 form and a Declaration of Eligibility/Compliance ("Winner Documents") as allowed by law, within the timeframe provided in the email notification attempt, or prize will be forfeited. If prize is forfeited, or a potential winner is unreachable, the email notification is undeliverable, or if a potential winner declines acceptance of a prize, Sponsor may award the prize to a randomly selected alternate potential winner who will be subject to the same requirements as the initial potential winner. All potential winners are subject to verification by Sponsor, whose decisions as to the administration and operation of this 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. Upon confirmation, Sponsor will assist the winner in registering the four (4) attendees by adding their names to Mana Up's VIP list.

- 7. LIMITATIONS OF LIABILITY: Sponsor not responsible for lost, late, delayed, inaccurate, incomplete, or misdirected Entry Form submission interrupted or unavailable network servers involved in processing Entry Forms submitted, 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. 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 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 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 reserves the right to substitute Prizes and/or to amend these Official Rules, and any such amendment shall be posted at boh.com/possible. Sponsor's decisions shall be final in all matters pertaining to this Giveaway and Prizes awarded. By accepting Prize, winner grants Sponsor the right to use, publish, disclose and display their individual name, addresses, photographs, and likenesses and/or any other data provided, including but not limited to any statement made concerning the service of Sponsor 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 and/or these Official Rules, 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 Entry Forms received 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.
- 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 Sponsor 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 Dispute Prevention & Resolution, Inc. ("DPR") and conducted before a sole arbitrator in accordance with DPR Rules; (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 DPR Rules, 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.

- 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 Sponsor, 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 Sponsor has 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. Winner agrees to be responsible for all costs associated with winning and/or using the prize.

- 13. WINNERS LIST: For a Winners List, send an email to: social@boh.com. Winners List will be sent after the Prize has been awarded. Requests must be received no later than November 11, 2025.
- 14. SPONSOR: The Sponsor of this Giveaway is Bank of Hawaii, Inc., 130 Merchant St., Suite 130, Honolulu HI 96813.