

Holoholo with Habitat

Official Rules

1. GENERAL INFORMATION:

Habitat for Humanity Hawai'i Island's Holoholo with Habitat (the "Contest") begins at 12:01AM HST on November 26, 2021, and ends at 11:59PM HST on November 30, 2021, (the "Contest Period"). VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. TEAM LEADER AGREEMENT:

The Contest involves a competition between teams of up to five (5) players (each player, a "entrant"). In order to enter, each Entrant of each participating team must register at online using the enrollment forms, and each team shall designate one Team Leader. Entry to the Contest is free, but there is a suggested \$10 donation for Hawai'i Island visitors. By entering the contest, each Team Leader must expressly agree that you have read these rules and that all Entrants on the team are aware of and have agreed to these rules. Without limiting the foregoing, a registration for the Contest will constitute an affirmative agreement to these rules by each Entrant.

3. WHO CAN PLAY:

The Contest is open only to natural persons who (i) have downloaded the GooseChase application ("GooseChase App"), which is available via the App Store and Google Play, (ii) has completed the registration for EACH TEAM MEMBER at habitathawaiiisland.org/holoholo-with-habitat.html (iii) are U.S. residents at least 18 years of age or older (at the time of entry) or are between 13 and 18 years of age and participating on a team whose Team Leader is the minor's parent or legal guardian, and (iv) are eligible to enter the Contest as set forth in these Official Rules.

Employees of Habitat for Humanity Hawaii Island, and their respective parent companies, affiliates, subsidiaries, advertising, promotion, fulfillment or other coordinating agencies, individuals providing services to Habitat for Hawai'i Island through an outsourcer or temporary employment agency during the Contest Period; and their respective immediate family members and persons living in their same household are eligible to participate in the Contest, but are NOT eligible for prizes. The Contest is subject to all applicable federal, state, and local laws and

regulations. By participating in the Contest, entrants agree fully and unconditionally to these Official Rules and Habitat's decisions, which are final and binding in all matters related to the Contest. Eligibility to win a prize is contingent upon complying with and fulfilling all requirements set forth herein.

4. HOW TO ENTER:

First, assemble a team of up to five (5) total players (you may register as an individual entrant) and complete the online registration form at habitahawaiiisland.org. Prior to the Contest Period, entrants must have downloaded the GooseChase App and register each team member as described above. During the Contest Period, your team must follow the rules and directions of The Contest as provided through email and as directed in the GooseChase App, which will provide a list of numerous mission instructions (the "Missions") requiring at least one team member to take a designated photo, check-in using GPS, or type in a correct answer. Some missions can be completed from anywhere while other missions will require traveling to a specific location around Hawai'i Island and submitting evidence through the GooseChase App. Each Mission will be assigned a predetermined certain number of points. No other method of participation will be accepted. **The Contest is a game of skill requiring teams to complete as many Missions and score as many points as they can during the Contest Period. No drawings, sweepstakes, raffles or other elements of chance are utilized to determine the winning team.**

AN ENTRANT MAY ONLY PARTICIPATE ON ONE TEAM. CHALLENGE SUBMISSIONS RECEIVED BY ONE ENTRANT ON BEHALF OF MULTIPLE TEAMS SHALL BE DISQUALIFIED.

The GooseChase App's designated server's clock will be the official time keeper for the Contest and will be used when determining eligible entrants. Please note that all times are based on Hawaii-Aleutian Standard Time (HST) so plan accordingly. All determinations of eligibility shall be final and binding. For the avoidance of doubt, Habitat for Humanity Hawai'i Island may not provide entrant with confirmation of Contest entry.

5. WINNING TEAM DETERMINATION:

The winning team will be determined as follows: For each Mission completed, the applicable team will be rewarded the points associated with that Mission. Shortly following the end of the Contest Period, the accumulated points for each team will be tallied and the top team will be determined based upon the highest total points. In the event of a tie, the first tie breaker will be awarded to the team who completed the highest number of Missions. In the event the 1st tie breaker still results in a tie, the

2nd tie breaker will be awarded to the team that completed its final completed Mission at the earliest point of time during the Contest Period.

All photos properly submitted in connection with a Challenge will be reviewed by a panel of judges selected by Habitat for Humanity Hawai'i Island to ensure the submission complies with the stated Challenge. Any submissions found to be not in compliance will be rejected and the Challenge will be deemed to be uncompleted. The panel of judges will award additional prizes based upon predetermined criteria, as described below ("Prizes"). The decisions of Habitat for Humanity Hawai'i Island will be final and binding in all matters related to the Contest.

6. NOTIFICATION:

Habitat for Humanity Hawai'i Island will make up to two (2) attempts over the 48-hour period following the winning team's selection to contact Team Leaders of the potential winning teams via the email address associated with the Team Leader's registration. If the Team Leader cannot be reached during the 48-hour period in which he/she is contacted, such potential winning team will be disqualified and an alternate winning team will be selected using the same winning criteria described above from among the remaining applicable eligible entries received. The return of a potential winning team's notification, prize information, or the prize as undeliverable or rejection of the prize by the Team Leader of the potential winning team will result in disqualification of the potential winning team and an alternate potential winning team may be selected pursuant to the winning criteria. Habitat for Humanity Hawai'i Island reserves the right to modify the notification procedures in connection with the selection of any alternate potential winning teams, if any. With respect to each winning entry, the contestant of the winning team may be required to provide proof that the contestant is the authorized account holder of the email address associated with the winning entry and is otherwise eligible to enter the Contest.

7. PRIZES:

The team that earns the most points (the winning team) will have first choice (1 prize per person) from the prize pool. The Prize Pool Includes, but is not limited to:

Five (5) \$25 (twenty-five dollar) Gift Cards for Kona Brewing Hawaii;

One (1) \$75 (seventy-five dollar) Gift Certificate for Jackie Rey's Ohana Grill;

Four (4) Certificates for 1 Round of Golf at Kona Country Club (\$180 value);

One (1) Empress Membership by Ladies Artisan Market (\$1175 value);

One (1) Deluxe Snorkel Trip for 2 aboard Body Glove Cruises (\$320 value);

Two (2) \$50 (fifty dollar) Gift Certificates for Magics Beach Grill;

Ten (10) \$20 (twenty dollar) Gift Cards for Habitat for Humanity Hawai'i Island ReStores

Each team member of the team who completed THE MOST MISSIONS (if different than the team who earned the most points) will be allowed second choice from the Prize Pool (above).

Each team member of the team determined by judges to have THE MOST ALOHA SPIRIT will be allowed third choice from the Prize Pool (above).

Each team member of the team determined by judges to be THE BEST DRESSED will be allowed fourth choice from the Prize Pool (above).

Each team member of the team determined by judges to be THE GOOD SAMARITANS will be allowed fifth and final choice from the Prize Pool (above).

Any remaining prizes may be awarded at the judges' discretion.

No transfer, or cash or other substitution of prizes allowed except that Habitat for Humanity Hawai'i Island reserves the right, in its sole and absolute discretion, to substitute a prize or prize component of comparable or greater value. All prizes may be picked up by entrants at 73-4161 Ulu Wini Street Bay 1 Kailua-Kona, HI 96740 or mailed to the entrants of the winning team via U.S. Mail at the address included in the registration information submitted through the online registration form or through such other means as may be agreed upon by the parties.

8. PRIZE CONDITIONS:

Except where prohibited by law, each team member of a potential prize-winning team (or a team member's parent or legal guardian if the team member is a minor) may be required to execute an Affidavit of Eligibility, a Liability Release and a Publicity Release, and a Tax Acceptance Form ("Affidavit/Release"). Such documents must be signed and returned by the date and/or time indicated within such documents. If the documents are not signed and returned within that time, or if an entrant is found to be ineligible, or if an entrant does not comply with these Official Rules, each as determined by Habitat for Humanity Hawai'i Island in Habitat for Humanity Hawai'i Island's sole discretion, then such team member will be disqualified. Entrant waives the right to assert as a cost of winning a prize any and all

costs of verification and redemption to redeem said prize and any liability which might arise from redeeming or seeking to redeem said prize. Habitat for Humanity Hawai'i Island is not responsible for fraudulent calls or emails made to entrants not by Habitat for Humanity Hawai'i Island. All entries are subject to verification prior to awarding of prizes. Eligibility, age, and claims made by prize winning teams also are subject to verification prior to awarding of prizes. As noted above, the prize will be awarded and picked up by or mailed to the Team Leader of the winning team. Team Members of such team are solely responsible for determining how the prize will be shared amongst the team members. The Contest Parties disclaim any liabilities that may arise from any disagreements among team members regarding prizes.

9. ENTRANT ACKNOWLEDGEMENTS REGARDING ADVANTAGES:

It is not expected that any team will be able to complete all available Missions during the Contest Period. By entering this Contest, you and all of your team members acknowledge and agree that the number of Missions your team will be able to meet, and, thus, your team's chances of winning, will be heavily influenced by certain factors relating to the makeup of your team, including: (a) the number of team members (the more team members you have, the easier it will be to complete challenges), (b) the number of team members who have downloaded the GooseChase App (because evidence can only be submitted through the GooseChase App), (c) transportation options (if each team member has his or her own personal vehicle, it may be easier to complete Missions quickly and some Missions may not be possible with public or two-wheel drive transportation), and (d) separate transportation (team members completing Missions individually will result in a team completing more Missions than a team completing Missions together).

10. PHOTO RESTRICTIONS:

By submitting any photo in connection with any Mission or otherwise in connection with the Contest (each, a "Submission"), each entrant grants the Contest Parties a perpetual, non-exclusive license to use his/her Submission, and acknowledges and agrees that the Contest Parties may use, or not use, entrant's Submission, or any part of it, in any manner, in any media, at any time, in their sole discretion, including in a commercial manner and in advertising and promotions, and entrant forever releases and discharges the Contest Parties from any liability associated with any such usage.

In addition to any other requirements set forth in these Official Rules, in order to be deemed eligible for participation, each Submission and/or the entrant submitting it must meet the following conditions and restrictions:

- The entrant either owns or has received permission from the photographer to submit the Submission, including the permission to make the Submission public without payment.
- The entrant has the permission of all other individuals depicted in the Submission to submit the Submission and grant the rights granted herein.
- The Submission must not defame or invade the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights or constitute or suggest copyright infringement.
- The Submission must not contain any content that is sexually explicit, offensive, illegal, pornographic or obscene or that features, promotes or suggests the use or abuse of drugs, alcohol, tobacco, firearms or other harmful substances or otherwise is in bad taste or is otherwise objectionable to Habitat for Humanity Hawai'i Island, determined by Habitat for Humanity Hawai'i Island in its sole and exclusive discretion.
- The Submission must be original to the Entrant and not be based on any third-party photos and must not contain any copyrighted materials, or third party logos, trademarks or other commercial or advertising content, other than those of the Contest Parties or the Contest Parties sponsors.
- The Submission must not disparage the Contest Parties' or any other person or entity.
- The Submission must not contain corrupted files, viruses, or any other similar files, the intent of which is to damage the operation of another's computer.
- The Submission must not depict material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age.
- The Submission must not depict material that is unlawful, in violation of or contrary to the laws or regulations in any jurisdiction where Submission is created.

Habitat for Humanity Hawai'i Island in its sole discretion shall determine if any Submission or part thereof is inappropriate for any reason for public release or publication. Habitat for Humanity Hawai'i Island shall have the right to disqualify any Submissions that it deems to not meet the criteria, or due to technical, legal, clearance or other problems, or otherwise in breach of the above rules, as

determined by Habitat for Humanity Hawai'i Island in its sole discretion. The Mission relating to any such disqualified Submission shall be deemed not to have been met.

11. TAXES:

All federal, state, provincial, and local taxes and other tax liabilities (including income taxes), if any, and other incidental costs or expenses not identified in these rules are the sole responsibilities of the team members of the winning teams. Each winning team member may be required to provide Habitat for Humanity Hawai'i Island with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded.

12. RELEASE:

By participating in the Contest, entrants agree to release, indemnify, defend and hold the Contest Parties, and their respective parents, affiliates, subsidiaries, directors, officers, employees, and agents, including advertising and promotion agencies, and assigns, and any other organizations/entities related to the Contest (collectively, "Releasees") harmless from any and all claims, injuries, damages, expenses, or losses to person or property and/or liabilities of any nature incurred by any Releasee that in any way arise from an entrant's participation in the Contest or acceptance or use of a prize or parts thereof (collectively, "Claims"), including without limitation (i) any condition caused by events beyond Releasees' control that may cause the Contest to be disrupted or corrupted; (ii) any injuries, losses, or damages (compensatory, direct, incidental, consequential, or otherwise) of any kind arising in connection with or as a result of any prize, or acceptance, possession, or use of any prize, or from participation in the Contest, including any injuries to person or property related to the transportation required to participate; (iii) any printing or typographical errors in any materials associated with the Contest; and (iv) any disputes amongst team members regarding the use or award of the prize amongst the team. In addition to the above, each Team Leader agrees to release, indemnify, defend and hold the Releasees harmless from any and all Claims incurred by any Releasee arising due to (a) a team member's claim against any Releasee that would otherwise be barred by the terms of these rules on the grounds that such team member was unaware of and/or did not agree to these rules; or (b) a minor team member's disaffirmance or repudiation of these rules.

13. LIMITATION OF LIABILITY:

The Releasees are not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable entries, responses, or other correspondence, whether through the platform, by e-mail or postal mail or otherwise; (ii) theft,

destruction, unauthorized access to or alterations of entry materials; or (iii) phone, electrical, network, computer, hardware, software program, or transmission malfunctions, failures or difficulties. Prizes are awarded "as is, where is," without warranty of any kind, express or implied, including without limitation any warranty of merchantability or suitability for a particular purpose. Except where prohibited, by participating in the Contest and submitting an entry, each entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or in connection with the prize awarded, determination of a winning team, or any other matter relating to the Contest that cannot be resolved between such entrant and any Releasees shall be resolved individually, without resort to any form of class action; and (ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Contest, but in no event attorneys' fees. Notwithstanding anything to the contrary herein, in no event shall any entrant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the production, distribution, exhibition, operation or other exploitation of Habitat for Humanity Hawaii Island's platform, the Contest, any website, content, advertising or other materials used, displayed or issued in connection with the Contest, or any submission or entry, and such entrant's rights and remedies in any such event shall be strictly limited to the right to recover money damages, if any, in an action at law. IN NO EVENT WILL ANY OF THE RELEASEES BE LIABLE FOR ANY DIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF USE, DATA, BUSINESS OR PROFITS) ARISING OUT OF OR IN CONNECTION WITH PARTICIPATION IN THE CONTEST, WHETHER SUCH LIABILITY ARISES FROM ANY CLAIM BASED UPON CONTRACT, WARRANTY, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH LOSS OR DAMAGE. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO ALL ENTRANTS.

14. PUBLICITY RELEASE:

Except where prohibited, an entrant's participation in the Contest constitutes consent to the perpetual, worldwide, royalty-free use of his/her name, photo, and/or likeness, biographical information, entry, and statements attributed to him/her by any Releasee for advertising and promotional purposes, including without limitation, inclusion on Habitat for Humanity Hawaii Island's website, in its e-mail blasts and any other media chosen by Habitat for Humanity Hawaii Island without compensation.

15. GENERAL CONDITIONS:

By participating in the Contest, each entrant acknowledges that he/she has read these Official Rules and agrees to be bound by them and by the decisions of Habitat for Humanity Hawaii Island, which are final and binding on all matters pertaining to the Contest. Non-compliance with these Official Rules may result in disqualification and all associated entries will be void. Habitat for Humanity Hawaii Island reserves the right, in its sole discretion and without liability to the entrant, to cancel, modify or suspend the Contest in whole or in part, in the event of fraud, technical or other difficulties or if the integrity of the Contest is compromised. Habitat for Humanity Hawaii Island reserves the right to disqualify any entrant or winning team, as determined by Habitat for Humanity Hawaii Island, in its sole discretion and without liability to the entrant or winning team. The Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws and regulations. The Contest is void where prohibited or restricted by law. The Contest will take place solely within the State of Hawaii. All disputes, issues and/or questions concerning the Contest, including the rights and obligations of the entrant and Habitat for Humanity Hawaii Island in connection with the Contest, or the construction, validity, interpretation and enforceability of these Official Rules 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. Any legal actions, suits or proceedings related to the Contest (whether for breach of contract, tortious conduct or otherwise) will be brought exclusively in the state or federal courts located in Hawaii County, Hawaii, and each entrant accepts and submits to the personal jurisdiction of such courts with respect to any legal actions, suits or proceedings arising out of or related to the Contest. Habitat for Humanity Hawaii Island may substitute prizes of equivalent value, amend the rules, or discontinue the Contest at any time for any reason. Habitat for Humanity Hawaii Island disclaims any responsibility to notify entrants of any aspect related to the conduct of the Contest.

16. PRIVACY AND PERSONAL INFORMATION:

Habitat for Humanity Hawaii Island may collect personal data about entrants online and use such data in accordance with Habitat for Humanity Hawaii Island's privacy policy at <https://www.habitat.org/privacy-policy> ("Privacy Policy") and as set forth in these Official Rules. Please review these Official Rules and the Privacy Policy carefully. By participating in the Contest, entrants hereby agree to such collection and use of their personal information by Habitat for Humanity Hawaii Island, either collectively or individually, and acknowledge that they have read and accepted these Official Rules and the Privacy Policy.

17. FORCE MAJEURE:

Without limiting any other provision in these Official Rules, in the event that any of the entrants' activities or the Releasees' operations or activities are affected, as determined by Habitat for Humanity Hawaii Island, in its sole discretion, including, without limitation, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic or public health crisis (e.g. COVID), explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any law, rule, regulation, order or other action adopted or taken by any governmental, federal, state or local government authority, or any other cause, whether or not specifically mentioned above, subject to any governmental approval that may be required, Habitat for Humanity Hawaii Island shall have the right to modify, suspend, or terminate the Contest, and no Releasees shall be responsible or liable to any entrant or prize winning team or any person claiming through such entrant or prize winning team for failure to supply the prize or any part thereof. Habitat for Humanity Hawaii Island is not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's e-mail account to receive e-mail messages.

18. MISCELLANEOUS:

The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Habitat for Humanity Hawaii Island's failure to (or decision not to) enforce any provision in these Official Rules shall not constitute a waiver of that or any other provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Contest-related materials and these Official Rules, these Official Rules shall prevail, govern, and control and the discrepancy will be resolved in Habitat for Humanity Hawaii Island's sole and absolute discretion. There is a \$10 suggested donation recommended for registration by non-Hawaii Island residents; this donation is non-refundable.

19. WINNER'S LIST:

For an Official Winner's List (available after the selection of the winning teams), or for a copy of these Official Rules, send a self-addressed, stamped envelope to: 'Habitat for Humanity Hawaii Island's Scavenger Hunt (please specify Official Winner's List or Official Rules), c/o Habitat for Humanity Hawaii Island Foundation, P.O. BOX 4169 Kailua-Kona, Hawaii, 96745.