

HAWAI'I FOODBANK
SPAM JAM® \$35,000 MATCH OPPORTUNITY & SWEEPSTAKES
(“SWEEPSTAKES”)

OFFICIAL RULES

- NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES.
- VOID WHERE PROHIBITED BY LAW.
- TO THE EXTENT PERMITTED BY LAW ALL DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION, AND ENTRANTS WAIVE THE ABILITY TO BRING CLAIMS IN A CLASS ACTION FORMAT.
- BY ENTERING (OR OTHERWISE PARTICIPATING IN) THE SWEEPSTAKES, ENTRANTS AGREE TO THESE OFFICIAL RULES, WHICH CONSTITUTES A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES ENTITIES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

TERMS AND CONDITIONS

1. **ELIGIBILITY:** The Sweepstakes is open only to legal residents of the fifty (50) United States and D.C. who are eighteen (18) years of age (except in the case of residents of jurisdictions where the legal age of majority is greater than eighteen (18) years, such legal age of majority) or older at the time of entry. Employees, officers and directors of Hawai'i Foodbank, Inc. (“Sponsor”), Alaska Airlines, Inc. (“Alaska”), the SJ Foundation (“Foundation”), each of their parent companies, and each of their respective affiliates, subsidiaries, advertising and promotion agencies, distributors and other prize suppliers (collectively with Sponsor, the “Sweepstakes Entities”), and each of such employees’, officers’ and directors’ immediate family members and/or those living in the same household (whether legally related or not) of each are not eligible to enter the Sweepstakes or win a prize. For purposes of this Sweepstakes, immediate family members are defined as spouse, partner, parents, legal guardians, in-laws, grandparents, siblings, children and grandchildren and those living in the same household shall mean people who share the same residence at least three (3) months a year, whether legally related or not. Void where prohibited by law. By participating in the Sweepstakes, each entrant unconditionally accepts and agrees to comply with and abide by these “Official Rules” and the decisions of Sponsor, including the interpretation of these Official Rules and its exercise of discretion, which will be final and binding in all respects
2. **ENTRY PERIOD:** The Sweepstakes begins on or about 12:00 p.m. Hawai'i Standard Time on Wednesday, April 17, 2024, and all entries must be received by the Sponsor on or before 4:00 p.m. Hawai'i Standard Time on Saturday, April 27, 2024 (the “Entry Period”).

3. **HOW TO ENTER:** Limit one (1) entry per person, regardless of method of entry. Additional entries beyond the specified limit will be void. There are two (2) methods of entry for this Sweepstakes, and you may enter as follows:
- a. **Website Donation Entry:** Visit HawaiiFoodbank.org/spam-jam (“Campaign Donation Page”) and follow the on-screen instructions to make a donation online. Donation entries of any amount made on the Campaign Donation Page will automatically receive one (1) entry into the Sweepstakes. You must provide a valid email address where the winner can be contacted.
 - b. **Write-In Entry:** To enter without making a donation, legibly handwrite your complete name, mailing address, phone number and date of birth, and mail in a self-addressed, envelope with proper postage to: ATTN: Sweepstakes, Hawai‘i Foodbank, 2611 Kilihau St., Honolulu, HI 96819. All write-in entries must be postmarked by April 27, 2024, and received by May 3, 2024. Limit of one (1) write-in entry per envelope. Each envelope is considered one (1) entry into the Sweepstakes. Limit one (1) entry per person. Write-in entries must contain all entry fields outlined above; otherwise, they are void and will not be eligible to win. No purchase necessary to enter via this method.

The Sponsor is not responsible for late, misdirected, or delayed entries. No mechanical reproductions or facsimiles of entries allowed. All entries become the exclusive property of Sponsor and will not be acknowledged or returned.

4. **RANDOM DRAWING:** On or about May 6, 2024 (“Drawing Date”), the potential winner will be selected by random drawing from among all eligible entries received. Subject to verification of eligibility and compliance with these Official Rules, the potential winner will be declared the official winner of the Sweepstakes (“Winner”) The decisions of Sponsor are final and binding on all matters relating to this Sweepstakes. Odds of winning depend on the total number of eligible entries received. Limit one (1) prize per person.

PRIZES: A total of one (1) Prize:

One (1) Prize: For the final Drawing Date, the one (1) Winner will receive two (2) Restricted Coach Class roundtrip vouchers (the “Prize”).

Winner is subject to all terms and conditions listed on the vouchers. Important details regarding the vouchers include:

Restricted Coach Class roundtrip vouchers are valued at \$870 each.
Vouchers need to be ticketed prior to their expiration date.
Valid on Alaska Airlines only, not codeshare partners.
No blackout dates apply.

- 5. PRIZE CONDITIONS:** All Prize details shall be determined in the sole and absolute discretion of Sponsor. The Winner is fully responsible for any and all applicable federal, state, territory and local taxes (including income and withholding taxes). All costs and expenses associated with the Prize acceptance and use not specified herein as being provided, including expenses incurred by accepting the Prize are the sole responsibility of the Winner. The Prizes are non-transferable and non-assignable, with no cash redemptions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute any Prize (or any portion thereof) with a prize of comparable or greater value at its sole and absolute discretion. Any resale or commercial or promotional use may result in disqualification and Prize forfeiture. The Prize is subject to all terms and conditions of the vouchers.

TRANSPORTATION AND LODGING NOT INCLUDED. Prizes may not be resold or offered for resale or used for any commercial or promotional purpose whatsoever. Any such resale or commercial or promotional use may result in disqualification and Prize forfeiture.

- 6. NOTIFICATION:** The potential Winner will be notified using the information provided during entry by any of email, telephone, or mail (method to be selected by Sponsor in its sole discretion) in a commercially reasonable time after the drawing (the "Prize Notification"). In the event that any potential Winner does not respond to any such Prize Notification within two (2) days of the date of issuance, declines the Prize for any reason, a disqualification will result, the Prize will be forfeited and, at Sponsor's sole discretion and time permitting, an alternate potential Winner may be randomly selected from among all remaining eligible entries received as of the applicable Drawing Date Deadline. The potential Winner may be required to submit his/her valid social security number (Tax ID #) and/or other identification to Sponsor and may be required to execute, have notarized and return an Affidavit of Eligibility and Release of Liability and, unless prohibited by law, Publicity, within five (5) days of the date of issuance. Failure to submit any identification required by Sponsor or to return the required documents within the specified time period, noncompliance with these Official Rules or the return of the Prize (or any portion thereof) or Prize Notification as undeliverable may result in disqualification and Prize forfeiture and, at Sponsor's sole discretion and time permitting, may cause an alternate potential Winner to be randomly selected from among all remaining eligible entries received as of the applicable Drawing Date Deadline.

OTHER TERMS AND CONDITIONS

The Winner acknowledges and agrees that the Winner's and guest's names, voices, and likenesses, may be published by Sponsor and its designees, licensees or affiliates, which will not be required to pay any additional consideration or seek any additional approval from Winner or guest in connection with such use.

Certain restrictions may apply.

Sponsor reserves the right, at its sole discretion, to disqualify any individual deemed to be (a) tampering or attempting to tamper with the entry website; or (b) acting in violation of these Official Rules or in an unsportsmanlike or disruptive manner. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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.

By participating in the Sweepstakes, entrants agree to release and hold harmless the Sweepstakes Entities and their respective officers, directors, employees, agents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotional agencies (the "Released Parties") from any causes of action arising out of participation in the Sweepstakes or receipt or use of any Prize, including, but not limited to: (a) any technical errors that may prevent an entrant from submitting an entry; (b) unauthorized human intervention in the Sweepstakes; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors, technical or otherwise, in the administration of the Sweepstakes or the processing of entries; or (f) injury, death, or damages (including punitive, consequential, direct or indirect) to persons or property which may be caused, directly or indirectly, in whole or in part, from an entrant's: (i) acceptance, possession, misuse or use of any prize or prize component; (ii) participation in this Sweepstakes or participation in any Sweepstakes-related activity; or (iii) failure to comply with these Rules. Released Parties assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries.

Notification: Winner's name will be available upon request. Send a self-addressed, stamped envelope to: ATTN: Marketing and Communications, Hawai'i Foodbank, 2611 Kilihau St., Honolulu, HI 96819.

Notice to Individuals; Removal from Mailing List: Any individual (or other duly authorized person) may elect to exclude the name and address of that individual from all lists used by Sponsor related to the Sweepstakes. To elect to omit all such lists, submit a removal request in writing to: ATTN: Marketing and Communications, Hawai'i Foodbank, 2611 Kilihau St., Honolulu, HI 96819. This notification system may be used to prohibit mailing of all Sweepstakes by Sponsor to such individual.

Dispute Resolution: Except where prohibited, you agree that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the State of Hawai'i. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, your rights and obligations, or the rights and obligations of Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Hawai'i without giving effect to any choice of law or conflict of law rules (whether of the State of Hawai'i or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawai'i.

Sponsor reserves the right to cancel this Sweepstakes at any time in Sponsor's sole discretion.