

7-Eleven Hawai'i - October Giveaway Contest

Official Contest Rules

(Effective October 13, 2021)

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.

1. **CONTEST PERIOD:** Begins October 13th and ends on October 15th, 2021 11:59 PM [HST] ("Contest Period").
2. **HOW TO ENTER:** During the Entry Period (October 13 - October 15), participants are asked to do the following on Instagram and Facebook: follow @7elevenhi Instagram page or Facebook page, comment your favorite Halloween candy, and mention a friend in the comments section of the 7-Eleven Hawaii October Giveaway Post. Only one entry will be counted for each participant.
3. **ELIGIBILITY:** This Contest is open only to individuals who are legal residents of the United States residing in the state of Hawaii and who are 18 years of age or older at the time of entry. Employees, contractors, directors and officers of Seven-Eleven Hawaii, Inc. ("Sponsor"), and the immediate family members (spouse, parent, child, sibling, grandparent, and/or "step" of each) and those living in the same households as such employees are ineligible to enter or win in this give.
4. **PRIZE DETAILS:** (1) winner will be selected. The winner will receive (1) Trick or Treat Bag and (1) \$25.00 7-Eleven Hawaii gift card. All prizes are non-transferrable and cannot be substituted. Sponsor reserves the right to substitute prize of equal or greater value.
 - *7-Eleven Hawaii- Win a Trick or Treat Bag + 7-Eleven Hawaii Gift Card*
 - [Approximate Retail Value: \$50.00]
 - **WINNING ENTRY SELECTION:** Potential winners will be selected among all eligible entries on Monday, October 18, 2021. [HST].
1. **WINNER NOTIFICATION:** Potential winners will be notified via Instagram Direct Message on Monday, October 18, 2021 [HST]. A Direct Message will be sent to the account used to post their entries. Potential prize winners will be required to respond within twenty-four (24) hours or their prizes will be forfeited and may be awarded to alternate winners. Sponsor is not responsible for suspended or discontinued Instagram Accounts which may result in a potential winner not receiving initial prize notification. Once potential winner notification is confirmed to Sponsor, the potential prize winner may be sent an Affidavit of Eligibility and Liability/Public Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit. In the event the attempted notification is returned as undeliverable without a forwarding address; a telephone or text message notification is not confirmed to Sponsor within twenty-four (24) hours; any required documents are not returned within thirty (30) days; or if winner is unable to accept the prize as stated, prize will be forfeited and may

be awarded to an alternate winner. Winner must pick up the prize by November 1st, 2021.

2. **LIMITATIONS OF LIABILITY:** Sponsor and its Partners assume no responsibility or liability for any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Contest; any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications in line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Contest; inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; suspended or discontinued Internet wireless or land line phone service; or any injury or damage to participants or to any other person's computer or mobile device which may be related to or resulting from any attempt to participate in the Contest or download of any materials in the Contest. If, for any reason, the Contest is not capable of running as planned for reasons which may include without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, then Sponsor reserve the right at its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In such event, Sponsor shall immediately suspend all selections and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in the winning entry selection from among all eligible, non-suspect entries received up to the time of the impairment, and Sponsor shall not have any further liability to any participant in connection with the Contest. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Promotion for clarification purposes without materially affecting the terms and conditions of the Contest. This promotion is in no way sponsored, endorsed, administered by, or associated with Instagram.
3. **WINNER RELEASES:** By participating in this Contest, entrants release Sponsor and its Partners from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons or property which may be sustained in connection with submitting a play or otherwise participating in any aspect of the Contest, the receipt, ownership or use of any prize awarded, or while preparing for any prize-related activity or any typographical or other error in these Official Rules or the announcement or offering any prize. The winner shall bear all risk of loss or damage to their prize after it has been delivered. Sponsor and its Partners make no representations or warranties of any kind concerning the appearance, safety or performance of any prize; except for any express manufacturer's warranty as may be included with the prize. Except where prohibited by law, winner grants to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner's name, address, voice, statement, picture or other likeness, without

additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

4. **GENERAL CONDITIONS:** This Contest is governed by the laws of the United States and of the State of Hawaii without respect to conflict of law doctrines. Prize winner is solely responsible for any and all taxes and related expenses on the prize, and may receive an IRS Form 1099 for ARV of the prize. Unclaimed prize(s) will not be awarded. No substitution of prize is offered, no transfer of prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winner. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules, no compensation will be given. All federal, state and local laws and regulations apply. Any personal information provided in connection with participation in the Contest will only be used by Sponsor to notify a potential winner and/or fulfillment of a prize.

5. **CONDUCT:** By participating in this Contest, participants agree to be bound by these Official Rules and the decisions of the Sponsor that shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the play process or the operation of the Contest; or to be acting in any manner deemed by Sponsor to be in violation of the Official Rules; or to be acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY A USER OR PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

SPONSOR: Seven-Eleven Hawaii, Inc.