

**OFFICIAL RULES FOR
HAWAII PACIFIC HEALTH WOMEN'S 10K AND 5K FUN RUN INSTAGRAM CONTEST**

No purchase necessary. A purchase will not increase your chances of winning.

1. Eligibility: The Hawaii Pacific Health Women's 10K and 5K Fun Run Instagram photo and video contest is open only to legal residents of Hawaii who are at least eighteen (18) years old. Employees of Hawaii Pacific Health and its affiliates are not eligible to enter. The Contest is subject to all applicable federal, state and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, you agree to be fully unconditionally bound by these Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Hawaii Pacific Health as final and binding as it relates to the content.

3. Contest Period: Frequency, duration and dates of the contest may vary at the sole discretion of Hawaii Pacific Health.

4. How to Enter: The participant is entered by following Hawaii Pacific Health on Instagram (@HawaiiPacHealth), posting an original photo or video to their public Instagram account, sharing why they run and using the tags #HPHWomens10K, #HealthierHawaii and @HawaiiPacHealth in the photo or video caption. The entry must fulfill all contest requirements, as specified, to be eligible to win a prize. Entries that are not complete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Hawaii Pacific Health. Number of entries are not limited and you must fill in the information requested for each entry. If you use fraudulent methods or otherwise attempt to circumvent the rules your submission may be removed from eligibility at the sole discretion of Hawaii Pacific Health. To be considered for the contest without entering, you may submit your name and contact info by mail to:

Hawaii Pacific Health
Marketing Department, 27th Floor
55 Merchant St.
Honolulu, HI 96813

5. Prizes: Actual/appraised value of prize may differ at time of award. The specifics of the prize shall be solely determined by Hawaii Pacific Health. No cash or other prize substitution permitted except at Hawaii Pacific Health's discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by winners is permitted. Acceptance of prize constitutes permission for Hawaii Pacific Health to use winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner selection and notification: Grand prize winners of the contest will be selected by the Hawaii Pacific Health Marketing Department. Winner will be notified via direct message to the Instagram account they entered the Contest with within ten (10) days following the winner selection. Hawaii Pacific Health shall have no liability for a winner's failure to receive notices due to security settings or for winners' provision of incorrect or otherwise non-functioning contact information. If the selected winner cannot be contacted, is ineligible, fails to claim the prize within 15 days from the time award notification was sent, or fails to timely return a completed and executed declaration and releases as required, prize may be forfeited and an alternate winner selected.

The receipt by winner of the prize offered in this contest is conditioned upon compliance with any and all federal and state laws and regulations. ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT HAWAII PACIFIC HEALTH'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

8. Rights Granted by you: By entering this contest you understand that Hawai'i Pacific Health, anyone acting on behalf of Hawai'i Pacific Health, or its respective licensees, successors and assigns will have the right, where permitted by law, without any further notice, review or consent to print, publish, broadcast, distribute, and use, worldwide in any media now known or hereafter in perpetuity and throughout the World, your entry, including, without limitation, the entry and winner's name, portrait, picture, voice, likeness, image or statements about the Contest, and biographical information as news, publicity or information and for trade, advertising, public relations and promotional purposes without any further compensation.

9. Terms: Hawai'i Pacific Health reserves the right, in its sole discretion to cancel, terminate, modify or suspend the Contest should (in its sole discretion) a virus, bugs, non-authorized human intervention, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the contest. In such case, Hawai'i Pacific Health may select the recipients from all eligible entries received prior to and/or after (if appropriate) the action taken by Hawai'i Pacific Health. Hawai'i Pacific Health reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the contest or website or violates these Terms & Conditions. Hawai'i Pacific Health has the right, in its sole discretion, to maintain the integrity of the contest, to void votes for any reason, including, but not limited to, multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by contest rules; or the use of bots, macros or scripts or other technical means for entering.

Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the contest may be a violation of criminal and civil laws and should such an attempt be made, Hawai'i Pacific Health reserves the right to seek damages from any such person to the fullest extent permitted by law.

10. Limitation of Liability: By entering you agree to release and hold harmless Hawai'i Pacific Health and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers and directors from any liability, illness, injury, death, loss, litigation, claim or damage that may occur, directly or indirectly, whether caused by negligence or not, from (i) such entrant's participation in the contest and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof, (ii) technical failures of any kind, including but not limited to the malfunctioning of any computer, cable, network, hardware or software; (iii) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error which may occur in the administration of the Promotion or the processing of entries.

11. Disputes: THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND HAWAII, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this contest, participant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this contest, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Hawai'i having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Contest), and participant further waives all rights to have damages multiplied or increased.

12. Privacy Policy: Information submitted with an entry is subject to the Privacy Policy stated on the Hawai'i Pacific Health website. To read the Privacy Policy, [click here](#).

13. Winners List: To obtain a copy of the winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Hawaii Pacific Health, 55 Merchant Street, 27th Floor, Marketing Department Honolulu, Hawai'i 96813, USA.

14. Sponsor: The Sponsor of the Contest is Hawai'i Pacific Health, 55 Merchant Street, 27th Floor, Honolulu, Hawai'i 96813, USA.