



### OFFICIAL RULES

Official Contest Rules for The Hawai'i Gas Localicious Art & Poetry Calendar Contest  
School Year 2020 - 2021.

### CONSUMER DISCLOSURE

No purchase or payment of any kind is necessary to enter or win this contest. A purchase will not improve chances of winning.

By entering the "The Hawai'i Gas Localicious Art & Poetry Calendar Contest" (the "Promotion"), entrants accept and agree to be bound by these Official Rules. Any violation of these rules may, at the Sponsor's ("Hawai'i Agricultural Foundation" or "HAF") discretion, result in disqualification. All decisions of the judges regarding this Promotion are final and binding in all respects.

1. **PROMOTION PERIOD:** Promotion begins **12:00 AM HST November 1, 2020** and ends **11:59 PM HST November 30, 2020** ("PROMOTION PERIOD"). Email entries must be received by the end of the Promotion Period. Mail in entries must be postmarked by the end of the Promotion Period and received no later than four (4) days later.
2. **ELIGIBILITY:** The Promotion is only open to legal residents of the State of Hawai'i who are in grades K-8 as of the date of entry and the parent or legal guardian of a child between grades K-8 that is also a legal resident of the State of Hawai'i. The judges, and officers, directors, members, and employees of the HAF, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household as such individuals, are not eligible. This Promotion is void outside Hawai'i and where otherwise prohibited.
3. **HOW TO ENTER:**
  - 3.1** Visit [www.hawaiiagfoundation.org](http://www.hawaiiagfoundation.org) and download the official entry form or otherwise obtain a paper version of the official entry form, and mail the completed entry form along with the submission to Hawai'i Agricultural Foundation, The Hawai'i Gas Localicious Art & Poetry Calendar Contest, 3538 Waialae Ave., #203, Honolulu, HI 96816.
  - 3.2** You must include: (a) poster with original artwork OR write a poem around the theme: My Favorite Dish Made with a Locally Grown, Caught or Raised Product, (b) The entry form **MUST** be taped to the **BACK** of the poster or poem (c) All entrants **MUST** acquire permission from a parent/guardian prior to submission. (d) All submissions

MUST be exclusively keiki-created and cannot incorporate anything, in whole or in part, that is owned or created by any third party. (e) By submitting the form, the author agrees to transfer ownership of the artwork to the Hawai'i Agricultural Foundation.

**3.3** All text, photographs, images, illustrations, drawings, and other content and materials submitted by entrants, including without limitation, the items described in subsections (a) - (e) above, shall be referred to hereafter as the "Submission."

**3.4** Please do not submit any brand names; all ingredients should be listed using generic names only. Entrants represent and warrant that their submission is the original work of such entrant, it has not been copied from others, and it does not violate the rights of any other person or entity. Entrant further represents and warrants that their submission adheres to the fundamental spirit of the Promotion and does not contain any defamatory, obscene or otherwise unlawful matter or contain any other inappropriate content (as determined by HAF). HAF may, in its sole discretion, edit or delete your submission. Limit: One art **or** poetry entry per student during the Promotion Period. All entrant information, including email address and contact information, is subject to the respective Privacy Policy of the applicable HAF.

**4. FINALIST SELECTION AND NOTIFICATION:** Judges affiliated with HAF will conduct a preliminary round selecting the top 10% submissions in each of the grade categories. In the initial round, judges will review and score all Submissions based on the following criteria:

- Art contest: theme clearly displayed, innovative/unique artwork, originality.
- Poetry contest: theme clearly articulated, creative and inspiring poem, originality.

Up to 5 entries in both artwork and poetry from each grade category with the highest overall scores will be declared finalists. The declared finalists will move to the second round of judging with guest judges. Judging will be based on the same criteria. Up to 14 finalists from both categories will be selected to win. Of those finalists, two finalists, one from each category (art and poetry), will be selected as the overall winners. Students will be notified of their selection as a finalist no later than January 31, 2021.

Declaration of Eligibility and a Liability/Publicity Release (the "Finalist Documents") prior to being declared a Finalist. If a Potential Finalist fails or refuses to sign and return all Finalist Documents within three (3) days of notification (or a shorter time if required by exigencies), the Potential Finalist may be disqualified, and an alternate Potential Finalist may be selected. In the event a Potential Finalist is a Minor, his/her Finalist Documents must be signed by his/her parent/legal guardian on his/her behalf. Sponsor shall have no liability for any Finalist notification that is lost, intercepted or not received by a Potential Finalist for any reason. If any Potential Finalist does not respond within the time required by Sponsor, or if the Potential Finalist notification is returned as unclaimed or undeliverable to any Potential Finalist, such Potential Finalist will forfeit his or her Finalist status and an alternate Potential Finalist may be selected. If any Potential Finalist is found to be ineligible, or if he or she has not complied with these Official Rules or declines his/her status as a Potential Finalist for any reason, such Potential Finalist will be disqualified and his/her status as a Potential Finalist may be given to the next highest scoring submission.

5. PRIZE CATEGORIES: For both the art and poetry contest, there will be three (3) categories based on grades. Those categories are: Kindergarten through 2nd grade; 3rd grade through 5th grade; 6th grade through 8th grade. There will be both a 1st and 2nd place winner in each category.

6. PRIZE DESCRIPTION: There will be two (2) overall winners. (artwork and poetry from any grade category) The two overall winners will receive the grand prize of a \$100 gift card to a Localicious® restaurant and a Hydroponic herb kit as well as prominent placement of their entry in the 2022 Hawai'i Gas Localicious Art & Poetry Calendar. All 1st place winners from each grade category will receive a \$75 gift card to a Localicious® restaurant. All 2nd place winners from all grade categories will receive a \$50 gift card to a Localicious® restaurant. The gift card from a selected Localicious® restaurant is at the discretion of HAF. All winners will receive their prizes via mail.

7. TAXES: All federal, state and/or local income and other taxes, if any, are the winner's sole responsibility.

8. OWNERSHIP AND LICENSE: All entry materials, photographs, poems and artwork become the property of the HAF and will not be acknowledged or returned. The copyright in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrant's irrevocable and perpetual permission and consent, without further compensation, with or without attribution, to use, reproduce, print, publish, transmit, distribute, sell, perform, adapt, enhance, or display such submission, and the entrant's name and/or likeness, for any purpose, including but not limited to the creation of an electronic book that includes recipes and other materials submitted by entrants along with editorial, advertising, trade, commercial, and publicity purposes by the HAF and/or others authorized by the HAF, in any and all media now in existence or hereinafter created, throughout the world, for the duration or the copyright in the submission. HAF and/or others authorized by the HAF shall have the right to edit, adapt, and modify the submission.

9. NO PRIZE TRANSFER OR SUBSTITUTION: No prize or any portion thereof is transferable or redeemable for cash. Any portion of the prize that is not used is forfeited. No substitutions for prize except by HAF, in which case a prize of equal or greater value will be substituted.

10. CONSENT AND RELEASE: By entering the Promotion, each entrant's guardian on their own behalf and behalf of their children, and their heirs, executors, successors, and assigns, release and discharge the HAFs, judging organization(s), prize provider(s), and any other party associated with the development or administration of this Promotion, their parent, subsidiary, and affiliated entities, and each of their respective officers, directors, members, shareholders, employees, independent contractors, licensees, insurers, agents, representatives, successors and assigns (collectively, "HAF Entities"), from any and all liability, injuries, losses, damages, claims, demands, actions, costs and expenses of any nature (including without limitation personal injuries, death, damage to, loss or destruction of property, rights of publicity or

privacy, defamation, or portrayal in a false light) in connection with this Promotion or my acceptance and use of the prize, including but not limited to any travel, accommodations, food, products, and activities that may be associated with the prize (collectively, "Claims"). Except where prohibited: (i) entry into the Promotion constitutes the consent of each entrant, without further compensation, to use his/her name, likeness, biographical data, contact information (taken from any source including photographs and videos taken at Promotion-related events) and his/her submission for any purpose related to the Promotion, including but not limited to the creation of an electronic book that includes recipes and other materials submitted by entrants along with editorial, advertising, marketing, publicity, and administrative purposes by the HAF and/or others authorized by the HAF; and (ii) acceptance of a prize constitutes a release by any winner of the HAF Entities of any and all Claims in connection with the administration of this Promotion and the use, misuse, or possession of his/her submission or any prize. If a winner is deemed to be a minor under the jurisdiction of his/her residence, the prize will be awarded in the name of his/her parent or legal guardian.

11. DISCLAIMERS: (i) HAF is not responsible for entries that are lost, late, misdirected, incorrect, garbled, or incompletely received, for any reason, including by reason of hardware, software, browser, or network failure, malfunction, congestion, or incompatibility at HAF's servers or elsewhere. In the event of a dispute, entries will be deemed submitted by the authorized account holder of the email address submitted at the time of entry. "Authorized account holder" is defined as the natural person who is assigned to an email address by an Internet Access Provider, online service provider, or other organization (e.g., business, educational institute) that is responsible for assigning email addresses for the domain associated with the submitted email address. (ii) HAF, in its sole discretion, reserves the right to disqualify any person tampering with the entry process or the operation of the web site or otherwise attempting to undermine the legitimate operation of the Promotion. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of HAF. (iii) HAF further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of infection by computer virus, bugs, tampering, unauthorized intervention, force majeure or technical failures of any sort. (iv) HAF Entities are not responsible for errors in the administration or fulfillment of this Promotion, including without limitation mechanical, human, printing, distribution or production errors. They may cancel, terminate or modify this Promotion based upon such error at its sole discretion without liability. In no event will HAF be responsible for awarding more than the number of prizes specified in these rules. (v) In the event this Promotion is canceled or terminated, pursuant to subparagraph (iii) or (iv), HAF, in its sole discretion, may elect to select a winner from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. (vi) HAF ENTITIES MAKE NO WARRANTIES, REPRESENTATIONS OR GUARANTEES, EXPRESS OR IMPLIED, IN FACT OR IN LAW, AS REGARDS THIS PROMOTION OR THE MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE REGARDING ANY PRIZE OR ANY COMPONENT OF ANY PRIZE. (vii) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, HAF RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING

WITHOUT LIMITATION ATTORNEYS' FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. (viii) The value(s) of the prize(s) set forth above represent HAF's good faith determination of the approximate retail value(s) thereof; the actual fair market value(s) as ultimately determined by HAF are final and binding and cannot be challenged or appealed. In the event the stated approximate retail value(s) of a prize is more than the actual fair market value of that prize, the difference will not be awarded in cash or otherwise. No substitution or compensation will be given for any portion of the prize that is not used.

12. WINNER LIST. Winners will be posted on the Hawai'i Agricultural Foundation website and social media platforms following the Hawai'i Gas Localicious Art & Poetry Calendar Contest.

13. PARTICIPATING ENTITIES. This Promotion is administered by Hawai'i Agricultural Foundation 3538 Waialae Ave., #203, Honolulu, HI 96816.