

OFFICIAL RULES

Official Contest Rules for the 2024 HAWAII GAS PRESENTS LOCALICIOUS® ART AND RECIPE CONTEST

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

CONSUMER DISCLOSURE

You have not yet won. The announcement of contest winners will take place at the end of the contest.

This opportunity is exclusively available to individuals residing legally in Hawaii, currently enrolled in grades K-12 at the time of entry, and with the approval of a parent or legal guardian. The parent or legal guardian providing approval must also reside legally in Hawaii.

By entering the "Hawaii Gas Presents Localicious® Art and Recipe 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.

The Localicious® ART CONTEST is available to grades K-6 and Localicious® RECIPE CONTEST is available to grades 7-12, these are separate contests. Finalists of the Localicious® RECIPE CONTEST will receive an invitation to prepare their dish in person at the Culinary Cookoff scheduled for July of 2024, during which the winners will be determined.

1. **PROMOTION PERIOD.** Promotion begins **12:01 A.M. HST 04/01/24** and ends **11:59 P.M. HST 04/30/24** ("PROMOTION PERIOD"). All entries must be received by the end of the Promotion Period.

2. **ELIGIBILITY.** The Promotion is only open to legal residents of Hawaii who are in grades K -12 as of the date of entry, with the permission of a parent or legal guardian. The parent or legal guardian providing permission must also reside legally in Hawaii. 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 Hawaii and where otherwise prohibited.

3. HOW TO ENTER- ART CONTEST (available to students Grades K-8)

3.1 Entry Form- visit <u>www.hawaiiagfoundation.org</u> to download and print the official entry form. Or you may pick up an official entry form from the Hawai'i Agricultural Foundation, 3538 Waialae Ave., #203, Honolulu, HI 96816.

3.2 Use the <u>template</u> provided or complete your artwork on a 11" x 17" heavy weight paper in the landscape position. Artwork must incorporate a locally sourced ag product and embraces the theme: *"My Localicious*® *Lunch: Design Your Ultimate School Lunch Plate"* A template is also provided here.

3.3 Submit your artwork- by filling out the entry form and attaching it to the back of your artwork. Mail or drop off the original artwork to Hawai'i Agricultural Foundation, Attn: The Hawai'i Gas Localicious® Art & Recipe Contest, 3538 Waialae Ave., #203, Honolulu, HI 96816.

All ART CONTEST entries MUST include a parent/guardian signature. All submissions MUST be exclusively student-created and cannot incorporate anything, in whole or in part, that is owned or created by any third party. By submitting your artwork, the author agrees to transfer the ownership of the artwork to the Hawai'i Agricultural Foundation.

ART CONTEST WINNERS' NOTIFICATION

The declared winners will be notified of their selection via email no later than May 17, 2024. The gift card will be sent via USPS.

4. HOW TO ENTER- RECIPE CONTEST (available to students Grades 7 – 12, one entry per student)
4.1 Entry Form- visit <u>www.hawaiiagfoundation.org</u> and follow the instructions to complete online recipe entry form and submit photo via <u>Formstack.</u>

4.2 Recipe Entry must include the following:

(a) Entrants name, grade, email address, and a contact's name and phone number.

(b) Title of the dish- ensuring it highlights at least one fresh, locally grown, caught, or raised ingredient

(c) Brief description- offering details such as inspiration and reasons for wanting to see this dish on the school lunch menu.

(d) List of ingredients- using common U.S. household measurements and listed in order of use. Do not include brand names, ingredients must be commonly available at local retailers and not exceed ten ingredients. Salt and pepper do not count towards your ingredient listing

(e) Preparation instructions- step-by-step instructions, including cooking times

(f) Servings- the number of servings the recipe will yield

(g) Photo- of the finished dish. Do not include your child or any individuals in the photographs submitted.

4.3 **Finalists**- Four (4) finalists will be selected and will prepare their dish in person at a Culinary Cookoff scheduled in the summer of 2024 on the island of Oahu, during which the winners' placement $(1^{st} - 4^{th})$ will take place.

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

Please do not submit any brand names; all ingredients should be listed using generic names only. Description, ingredient lists, and preparation instructions may not exceed the space allotted on the entry form. 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. The Entrant further assures that their Submission aligns with the core essence of the Promotion and does not contain any defamatory, obscene, or otherwise illegal content, nor contain any other inappropriate content as determined by HAF. HAF may, in its sole discretion, edit or delete your Submission. Limit: One recipe 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 HAF.

5. RECIPE CONTEST FINALISTS NOTIFICATION

The declared finalists will be notified of their selection no later than May 17, 2024. Declaration of Eligibility and a Liability/Publicity Release (the "Finalist Documents") must be signed 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. Once the finalist is notified and accepts, each finalist will receive a \$100 gift card to purchase ingredients to demonstrate the recipe at the Hawaii Gas Presents Localicious® Culinary Cook off event in summer 2024.

6. RECIPE CONTEST FINALISTS & WINNERS SELECTION AND NOTIFICATION. There will be two rounds of judging.

<u>Preliminary Round-</u> A culinary chef will conduct a preliminary round to select the top four (4) recipe submissions.

Submissions will be reviewed and based on the following criteria: healthy nutritional value of the recipe; perceived taste; creativity and originality; affordability; the story behind your recipe and execution of dish presented in the photo. Additional points will be awarded for use of vegetables, fruits, whole grains and/or lean proteins. Up to four (4) entries with the highest overall scores will be declared finalists.

<u>Secondary Round</u>- will take place at a live culinary cookoff event on Oahu in summer 2024, three judges will conduct the second round of judging, which includes the four (4) finalists preparing and presenting their dishes live for tasting and judging. At this time, the announcement of winners' placement $(1^{st} - 4^{th})$ will take place.

The panel of judges will score finalists' submissions based on the same criteria set forth above and will also include execution, taste, plating, and overall presentation of the dish.

Neighbor island (non-Oahu resident) finalists will be provided round trip coach airfare tickets between Oahu and the neighbor island and a one-night stay at an Oahu hotel will be provided for the finalist and one (1) parent/guardian.

7. PRIZE DESCRIPTION. HAF reserves the right to declare no winner and thereby not award any prize for the recipe contest.

Art Contest prizes will be awarded as follows:

1st place: \$200 gift card; 2nd place: \$150 gift card

3rd place: \$100 gift card; 4th place: \$50 gift card

Recipe Contest prizes will be awarded as follows at the conclusion of the Culinary Cookoff:

1st place: \$400 cash scholarship; 2nd place: \$300 cash scholarship

3rd place: \$200 cash scholarship; 4th place: \$100 cash scholarship

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

9. OWNERSHIP AND LICENSE. All entry materials, videos, photographs, and recipes 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.

10. 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.

11. 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.

12. 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 e-mail 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 e-mail address. (ii) HAF, in its sole discretion, reserves the right to disgualify 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 processes 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, and 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 cancelled 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, OUALITY 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.

13. WINNER LIST. Winners will be posted on the Hawaii Agricultural Foundation website following the Hawaii Gas Presents Localicious® Art Contest and Recipe Contest Cookoff event.

14. PARTICIPATING ENTITIES. This Promotion is administered by Hawaii Agricultural Foundation, 3538 Waialae Ave., #203, Honolulu, HI 96816.