

L&L HAWAIIAN BARBECUE® / WIN A TRIP TO HAWAII SWEEPSTAKES OFFICIAL RULES

Subject to all federal, state, and local laws, regulations, and ordinances. VOID WHERE PROHIBITED.

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS SWEEPSTAKES. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.

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 ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES INDEMNITIES TO THE SWEEPSTAKES SPONSOR FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES.

1. **TO ENTER:** Starting June 1, 2019 and ending July 31, 2019, you can enter by one of three methods: 1) Hand print your name, indicate if you are at least 21 years of age, complete street address, daytime phone number, and email address on an official entry form or a 3"x5" piece of paper. Mail completed entry to: L&L Hawaiian Barbecue Sweepstakes, 931 University Ave., #202, Honolulu, HI 96826. Each hand printed entry must be mailed separately in a hand- addressed, stamped envelope. All mailed entries must be postmarked no later than July 31, 2019 and received no later than August 23, 2019 to be eligible for the drawing. 2) Enter online at www.hawaiianbarbecue.com/contest via the supplied form, by filling in all of the required fields, which are noted by asterisks, and then submitting the entry form by clicking the "Submit" button at the bottom of the form. 3) Enter by filling out an official entry form in any participating L&L Hawaiian Barbecue or L&L Hawaiian Grill store. Regardless of method of entry, no photocopied or mechanically reproduced entries accepted. No responsibility is assumed by Sponsor for lost, late, illegible, misdirected or postage-due entries. All entries become the property of Sponsor and will not be acknowledged or returned. Entrants can enter multiple times via one or any combination of the three entry methods, but the total number of entries across all three entry methods by any one entrant cannot exceed 38 entries. Proof of mailing or emailing is not considered proof of delivery or receipt.

Subsequent attempts made by the same individual to submit entries by using multiple or false contact information, accounts or otherwise may result in the entrant being disqualified. Entries generated by a script, computer programs, macro, programmed, robotic or other automated means are void and may be disqualified. Entries that are in excess of the stated limits, incomplete, illegible, corrupted, damaged, destroyed, forged, false, lost, late or misdirected, deceptive or otherwise not in compliance with the Official Rules may be disqualified from the Sweepstakes at Sponsor's sole and absolute discretion. Entries submitted by entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. All materials submitted become the physical property of Sponsor and will not be returned. In the event of a dispute over the identity of an online entrant, entry will be deemed submitted by the registered account holder of the email address associated with the entry or social media account for the domain associated with the submitted address provided that person is eligible. Winner may be required to show proof of being the registered account holder. Registered account holder is defined as the person assigned to an email address by an Internet access provider, on-line service provider or other organization responsible for assigning email addresses. In the event a dispute regarding the identity of the individual who actually submitted an entry cannot be resolved to Sponsor's satisfaction, the affected entry will be deemed ineligible. The Sponsor's designated database clock will be the official timekeeper for this Sweepstakes. Those who do not follow all of the instructions, provide the required information in their entry form, or abide by these Official Rules or other instructions of Sponsor may be disqualified. The Sweepstakes Sponsor may run multiple campaigns, contests, sweepstakes or other promotions simultaneously. Entry into one (1) campaign, contest or sweepstakes does not constitute entry into any other.

2. **PRIZES: GRAND PRIZE:** Two (2) Grand Prizes will be awarded from among all entries received from California, Alaska, Arizona, Hawaii, Texas, Colorado, Nevada, New York, Utah, Oregon, Washington, Tennessee and Florida, consisting of 240,000 miles from Hawaiian Airlines which may or may not be good for roundtrip travel for four (4) between mainland U.S. and Hawaii, depending on capacity and availability at the sole and exclusive discretion of Hawaiian Airlines (ARV: One Thousand Five Hundred Dollars (\$1,500)); If the prize winner is from another city it will be their responsibility (including costs) to get to a Hawaiian Airlines gateway city listed above. To claim prize, winners must be members of the HawaiianMiles program. Redemption and use of complimentary award miles for travel are wholly subject to terms and conditions of the HawaiianMiles Program. Travel award redemptions are based on space availability (i.e., the number of seats allocated on any given flight for passengers using HawaiianMiles to pay for their travel.) Additional miles may be required if the award level is not available for the desired flights. The Certificate is not transferable, exchangeable or replaceable, and it has no cash value whatsoever; four (4) nights hotel accommodation (double occupancy) at the Courtyard Marriot Oahu North Shore, (ARV: One Thousand Dollars (\$1,000)), and four (4) Ambassador Packages to the Polynesian Cultural Center in Laie. (ARV: Nine Hundred Thirty Dollars (\$930)).

Additional prizes include L & L Logo and Polynesian Cultural Center Items (ARV: Thirty Dollars (\$30)).

All prizes may be awarded in the form of points in the applicable program up to the value of said prize. Winner may not be able to travel on desired dates. L & L and Sponsor are not responsible if travel cannot be accommodated on desired dates. ALL PRIZE(S) SUBJECT TO AVAILABILITY. PRIZES MAY NOT BE HONORED DURING BLACK-OUT DATES, PERIODS OF HIGH OCCUPANCY OR HIGH VOLUME, OR PEAK TRAVEL PERIODS. ALL PRIZES EXPIRE JANUARY 1, 2021, unless otherwise stated in writing. Sponsor are not responsible for schedule changes for any reason, failure to follow applicable rules of prize vendors, expiration, and cancellations for any reason, or prizes that are unsatisfactory or otherwise defective.

3. **DRAWING:** You have not yet won. Prize winners will be selected in a random drawing from among all eligible entries received. Drawings will be conducted on or about August 31, 2019 by an independent panel of judges and their decisions shall be final. Odds of winning depend upon the number of eligible entries received for each drawing.

4. **ELIGIBILITY:** Sweepstakes open only to legal residents of the United States residing in California, Alaska, Arizona, Hawaii, Texas, Colorado, Nevada, New York, Utah, Oregon, Washington, Tennessee and Florida who are 21 years of age or older as of July 1, 2019. Employees of L&L Hawaiian Barbecue, Hawaiian Airlines, Polynesian Cultural Center, the Courtyard Marriot, and their respective parents, subsidiaries, divisions, affiliates, distributors, suppliers and advertising, promotional or judging agencies and immediate family members of such employees and persons living in the same household as such employees are not eligible to win. 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. Limit one prize per name, address and/or household. 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.

5. **GENERAL:** 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. Sponsor reserves the right to substitute a prize of equal or greater value for any prize which becomes unavailable. Mail received without a verifiable and legible return address may not be accepted at Sponsor's sole discretion. Void wherever prohibited or restricted by law. Prize winners will be solely responsible for paying all applicable federal, state and local taxes on prizes; if applicable, winners may receive an IRS Form 1099 for the prize retail value. No groups, clubs, newsletters or organizations may reproduce or distribute any portion of these Official Rules to their members. All entrants, as a condition of entry, agree to be bound by these Official Rules and the decisions of the judges that shall be final and binding.

6. **WINNER NOTIFICATION:** Potential prize winners will be notified by phone or email. Winners will be announced via Facebook, Twitter and/or email as well as being posted on our website www.hawaiianbarbecue.com within five (5) days after selection. Prize winner may be required to sign and return an Affidavit of Eligibility/Liability Release with (where lawful) a publicity release within fourteen (14) days of the date on the notification letter. If any required documents are not returned within the required number of days, or if mail is returned to Sponsor as undeliverable mail without a forwarding address, the prize may be forfeited and an alternate winner may be selected at Sponsor's discretion. Prize may also be forfeited if a telephone or email notification is not confirmed to Sponsor within forty-eight (48) hours or winner is unable to travel by the deadline specified. Any portion of a prize not accepted by a winner shall be forfeited. If applicable, allow ten (10) to twelve (12) weeks for delivery of prize following completion of notification process. Prizes will only be delivered to addresses within CA, AK, HI, NY, AZ, TX, CO, NV, UT, OR, WA, TN, NC, and FL.

7. **RELEASE OF LIABILITY:** All winners, by acceptance of a prize, agree to release L&L Franchise, Inc., any and all L & L Hawaiian Barbecue locations, Courtyard Marriot, Hawaiian Airlines, Polynesian Cultural Center (and each of their respective officers, directors, employees, agents, franchisees, successors, licensees, subsidiaries, and assigns) from any and all liability, claims or actions of any kind whatsoever for injuries, damages or losses to persons and property which may be sustained in connection with the receipt, ownership or use of the prize or while preparing for, participating in, and/or traveling to and/or from any prize-related activity or for any typographical or other error in these Official Rules or in the announcement or offering of any prize. Sponsor makes no representation or warranty of any kind concerning the appearance, performance or safety of any prize. Winners bear all risk of loss or damage to prize after it has been delivered. Sponsor and their agents have made no representation, warranty or guaranty, expressed or implied, in fact or in law, relative to any prize or part thereof. Sponsor reserve the right to cancel or suspend the sweepstakes if it is tampered with or corrupted in any manner and, in the event of cancellation, prizes will be awarded via a random drawing to be conducted from all eligible entries received as of the date of cancellation. Upon request, winners must consent (and confirm such consent in writing) to the use of their name, voice, picture or other likeness without compensation for promotional purposes in all media as determined by Sponsor, except for where prohibited by law. In the event a Winner and/or guest engages in behavior during travel that (as determined by

Sponsor (in its sole discretion) is obnoxious or threatening, illegal, or that is intended to threaten or harass any other person, or that in any way disparages or adversely affects the reputation, image, and/or customer goodwill of Sponsor or any of Sponsor's services, products, trademarks, service marks, or logos, Sponsor reserves the right to terminate the travel early, and send Winner and/or guest home with no further obligations or compensation whatsoever to Winner and/or guest (which may, in Sponsor's sole discretion, result in such Winner's disqualification from the Contest and forfeiture of any (and/or all) prize(s)). In the event Winner or guest engages in behavior during travel that (as determined by Sponsor in its sole discretion) is illegal, tortious, or subjects Winner or guest to arrest or detention, Sponsor shall have no obligation to pay any damages, fees, fines, judgments or other costs or expenses of any kind whatsoever incurred by Winner or guest as a result of such conduct.

SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE PRIZE OR ANY OTHER ASPECT OF PRIZE WINNER'S OR GUEST'S ACCEPTANCE OR USE OF THE PRIZE. EXCEPT WHERE PROHIBITED BY LAW, PARTICIPATION IN THE SWEEPSTAKES CONSTITUTES WINNER'S GRANT TO SPONSOR (WHICH GRANT WILL BE CONFIRMED IN WRITING ON REQUEST OF SPONSOR), THE RELEASED PARTIES, AND THOSE ACTING PURSUANT TO ITS AUTHORITY, THE RIGHT AND PERMISSION TO PRINT, PUBLISH, BROADCAST, AND USE, WORLDWIDE IN ANY MEDIA NOW KNOWN OR HEREAFTER DEVELOPED, INCLUDING BUT NOT LIMITED TO THE WORLD WIDE WEB, AT ANY TIME OR TIMES, EACH WINNER'S NAME, PORTRAIT, PICTURE, VOICE, LIKENESS, OPINIONS AND BIOGRAPHICAL INFORMATION (INCLUDING BUT NOT LIMITED TO HOMETOWN AND STATE) FOR ADVERTISING, TRADE, AND PROMOTIONAL PURPOSES (INCLUDING THE ANNOUNCEMENT OF HIS OR HER NAME ON TELEVISION OR RADIO BROADCAST) WITHOUT ADDITIONAL CONSIDERATION, COMPENSATION, PERMISSION, OR NOTIFICATION. ENTRANTS AGREE THAT SPONSOR SHALL OWN THE ENTRIES, WHICH WILL NOT BE ACKNOWLEDGED OR RETURNED, AND THAT SPONSOR AND ITS DESIGNEES SHALL HAVE THE PERPETUAL, WORLDWIDE RIGHT TO EDIT, PUBLISH, AND USE THE ENTRIES IN ANY WAY AND IN ANY MEDIA FOR TRADE, ADVERTISING, PROMOTIONAL, AND/OR OTHER PURPOSES AS SPONSOR AND/OR ITS DESIGNEES MAY DETERMINE WITHOUT FURTHER CONSIDERATION TO ENTRANTS OR ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS SWEEPSTAKES, INCLUDING THE WEB SITE AND ALL PRIZES, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. CHECK LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

8. **Tampering with Sweepstakes.** The Sweepstakes Sponsor is not responsible for the actions of entrants in connection with the Sweepstakes, including entrants' attempts to circumvent the Official Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Sponsor believes to be causing malfunction, error, disruption or damage may be disqualified. Additionally, any attempt to cheat the Sweepstakes, as determined at the sole and absolute discretion of Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future sweepstakes. ANY ATTEMPT BY A PERSON TO DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Sponsor reserves the right, at its sole and absolute discretion, to disqualify (or terminate the prize of) any individual who is found to be, or suspected of, acting in violation of these Official Rules, or to be acting in an unsportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

9. **Suspension / Modification / Termination.** In the event Sponsor is prevented from continuing with the Sweepstakes by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Sweepstakes by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Sweepstakes or prize. Sponsor additionally reserves the right, in its sole and absolute discretion: (a) to modify, suspend or terminate the Sweepstakes should causes beyond Sponsor control corrupt or interfere with the administration, integrity, operation, security or proper play of the Sweepstakes; or (b) to disqualify any entrant found to be, or suspected of: (i) tampering with the entry process or the operation of the Sweepstakes; (ii) acting in violation of these Official Rules; or (iii) acting in an un-sportsmanlike manner.

10. **Governing Law / Limitation of Liability.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules or the rights and obligations of entrants, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of Hawaii, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other laws.

BY ENTERING THE SWEEPSTAKES, ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (A) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (B) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY) NOT TO EXCEED TEN DOLLARS (\$10.00), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (C) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES NOT TO EXCEED TEN DOLLARS (\$10.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (D) ENTRANTS' REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY, SO THE ABOVE MAY NOT APPLY TO YOU.

11. **Dispute Resolution.** The parties each agree to finally settle all disputes only through arbitration; provided, however, the Sponsor shall be entitled to seek injunctive or equitable relief in the state and federal courts in Honolulu County, Hawaii, and any other court with jurisdiction over the parties. In arbitration, there is no judge or jury and review is limited. The arbitrator's decision and award is final and binding, with limited exceptions, and judgment on the award may be entered in any court with jurisdiction. The parties agree that, except as set forth above, any claim, suit, action or proceeding arising out of or relating to this Sweepstakes shall be resolved solely by binding arbitration before a sole arbitrator under the streamlined Arbitration Rules Procedures of JAMS Inc. ("JAMS") or any successor to JAMS. In the event JAMS is unwilling or unable to set a hearing date within fourteen (14) days of the filing of a "Demand for Arbitration", then either party can elect to have the arbitration administered by the American Arbitration Association ("AAA") or any other mutually agreeable arbitration administration service. If an in-person hearing is required, then it will take place in Honolulu, Hawaii. The federal or state law that applies to these Official Rules will also apply during the arbitration. Disputes will be arbitrated only on an individual basis and will not be consolidated with any other proceedings that involve any claims or controversy of another party, including any class actions; provided, however, if for any reason any court or arbitrator holds that this restriction is unconscionable or unenforceable, then the agreement to arbitrate doesn't apply and the dispute must be brought in a court of competent jurisdiction in Honolulu County, Hawaii. Sponsor agrees to pay the administrative and arbitrator's fees in order to conduct the arbitration (but specifically excluding any travel or other costs of entrant to attend the arbitration hearing). Either party may, notwithstanding this provision, bring qualifying claims in small claims court.

12. **Miscellaneous.** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, privacy policy or terms of use on any website, social media platform or application and/or the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

13. **WINNERS LIST:** For a list of the grand prize winner(s), send a self-addressed, stamped envelope before December 1, 2019 to: L&L Hawaiian Barbecue Sweepstakes, 931 University Ave. #202, Honolulu, HI 96826.

14. **SPONSOR:** Collectively: L&L Franchise, Inc., 931 University Ave. #202, Honolulu, HI 96826; Courtyard Marriot; Hawaiian Airlines; Polynesian Cultural Center.