

HI93 FM
Hawaii's Best Tattoo Contest
Official Contest Rules

NO PURCHASE NECESSARY. VOID WHERE PROHIBITED.
MUST BE AT LEAST 18 YEARS OF AGE TO ENTER AND WIN ANY PRIZE.

1. **PRELIMINARY INFORMATION:** The ("Contest Period") runs from 12:01 a.m. Hawaii Standard Time ("HST") on August 7, 2023 and concludes on September 9, 2023. Pacific Radio Group, Inc. ("PMG"), in partnership with Southwest Airlines Co., Boyd's Gaming Corporation ("Vacation Hawaii"), Planet Fitness Franchising, LLC and Wet'n'Wild Hawaii (as the "Sponsor") will conduct the HI93 FM Hawaii's Best Tattoo Contest (the "Contest") as further described in these Official Rules. The Contest is administered by Pacific Radio Group, Inc., located at 1100 Alakea St., 29th Floor, Honolulu, HI 96813.

2. **HOW TO ENTER:** Submit a photo of a permanent Hawaii-themed tattoo on your body to <https://hi93oahu.com/tattoocontest2023/> (the "Website") beginning at 12:01 a.m. (HST) on August 7, 2023 and follow the online instructions to complete and submit the online entry form available on the Website. Entries (each, an "Entry" and collectively the "Entries") may be received until 11:59 p.m. (HST) on August 20, 2023. No other forms of entry are valid. More than one entry per person will be allowed, as long as additional entries are of a completely different (and separate) tattoo from any other submission. However, only one email address may be used per person, nor may submissions be entered on behalf of another person with or without their consent. Photos that include distasteful/vulgar themes or private body parts will be disqualified.
 - i. Potential winners will be selected by Sponsor from among all eligible qualifier entries received between 12:01 a.m. (HST) on August 7, 2023 until 11:59 p.m. (HST) August 20, 2023.
 - ii. Up to ten (10) finalists based on entrants with the greatest number of votes collected between August 21, 2023 from 12:01 a.m. (HST) and September 1, 2023 at 11:59 p.m. (HST) will be invited to an in-person ("Finale") event at Wet'n'Wild Hawaii on Saturday, September 9, 2023 for a final review. A panel of several judges will be comprised of (any) of the following groups of people who will determine the Grand Prize Winner - Tattoo experts, celebrity judges, Sponsor partners, and/or Sponsor employees. Finalists must be present to be eligible to win the Grand Prize or any Finalist Prizes.

If entering via a mobile phone or other web-enabled device and using your wireless carrier's network, standard message and data charges from your wireless carrier may apply. Check with your wireless service provider for details on these and other applicable charges. Entrants are solely responsible for any such wireless charges. Entries will be deemed made by the authorized account holder of the email address submitted on the online entry form (the "Participant"). The Participant is the natural person who is assigned to the email address by an internet access provider, online service provider or other organization that is responsible for assigning an email address or the domain associated with the submitted email address. Entries submitted will not be acknowledged or returned. Use of bots or any device to automate Entries is prohibited and may result in disqualification at Sponsor's sole discretion. Proof of submission of an Entry shall not be deemed proof of receipt by Pacific Radio Group, Inc. ("PMG"). PMG's computer is the official time keeping device for the Contest. PMG is not responsible for Entries not received due to difficulty accessing the internet, service outage or delays, computer difficulties or other technological problems. All Entries become the property of Sponsor. By submitting an Entry, Participants hereby acknowledge and agree that the Entry, or portions thereof, may be shown on any of Sponsor's associated websites, other social media platforms, and on-air and streaming without prior consent by or notice to the Nominee or Business and for no additional compensation. Further, each Participant submitting an Entry to PMG certifies that the Entry is his or her own original work, and that he or she has the right to allow the publication of the Entry without restriction, that the Entry is suitable for publication, and PMG's use of the Entry will not infringe the rights of any third parties (e.g., copyrights, rights of publicity, etc.).

3. **ELIGIBILITY:** The Contest is open only to individuals who are legal residents of the United States and currently reside **on Oahu** for prize redemption and who are 18 years of age or older at the time of entry. Void where prohibited or restricted by law. Previous Hi93 Tattoo grand prize contest winners and professional tattoo artists are not eligible to participate in the Contest. Employees, contractors, directors, and officers of Pacific Radio Group, Inc. ("PMG"), 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 play and win. Any declared official Winner ("Winner") of the Contest must not have won a prize from PMG within the last thirty (30) days.
4. **PRIZE AND APPROXIMATE RETAIL VALUE:** As part of the Finalist Prize, up to ten (10) Finalists plus 4 guests will receive a 1-day pass to attend Wet'n'Wild Hawaii on Saturday,

September 9, 2023 for the finale event. Each Finalist will also receive an annual Planet Fitness gym membership. Estimated total Finalist prizes are \$700 each with any additional prizes to be determined.

Estimated value of the Grand Prize is \$4,000 which includes the following:

- i. \$1000.00 in the form of a check
- ii. A trip for two to Las Vegas which includes airfare, hotel accommodations, and a meal package
- iii. A One-year membership to Planet Fitness (as part of the Finalist portion of the Prize)
- iv. All other expenses not specifically mentioned herein are solely the responsibility of the prize winner.

Prize winner(s) will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive, regardless of whether they, in whole or in part, are used. The approximate retail value ("ARV") of the Prize(s) is based on the value of any Prize awarded to a Winner may be reported for tax purposes as required by law. The Winner(s) may be required to provide Sponsor with a valid social security number or tax identification number before the Prize(s) will be awarded for tax reporting purposes. An IRS Form 1099 may be issued in the name of Winner(s), for the actual value of the Prize(s) received. If any potential Winner is unable or unwilling to pay for such taxes, the potential Winner must forfeit the prize in its entirety and an alternate Winner may, in the sole discretion of Sponsor, be selected in a manner determined by Sponsor, in its sole discretion. Prize(s) unclaimed after thirty (30) days from date of notification of winning will be forfeited. Sponsor is not responsible for and will not replace any lost, mutilated or stolen Prize(s). If the Winner does not accept or use the entire Prize, the unaccepted or unused part of the Prize will be forfeited and Sponsor will have no further obligation with respect to that Prize or portion of the Prize.

5. **WINNER NOTIFICATION:** Potential grand prize Winner will be notified in-person at the finale event will be required to accept the prize within twenty-four (24) hours or the prize will be forfeited and may be awarded to an alternate winner. Upon potential Prize Winner's response to qualification, the potential Prize Winner may be sent an Affidavit of Eligibility and Liability/Publicity Release (where permitted by law) to be signed and returned within the number of days indicated on the Affidavit of Eligibility. In the event (i) the attempted notification is returned as undeliverable without a forwarding address; (ii) a telephone or text message notification is not confirmed to Sponsor within twenty-four (24) hours after

delivery to potential Winners; (iii) any required documents are not returned within thirty (30) days; or (iv) if a Winner is unable to accept the Prize as stated, the Prize may be forfeited and then be awarded to an alternate Winner.

6. LIMITATIONS OF LIABILITY: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate Entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of Entries at any point in the operation of this Contest; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications 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; (d) inaccessibility or unavailability of any network or wireless service, the Internet or the Website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; or (f) 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 through upload 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 reserves 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 Entries and/or drawings 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 a random drawing from among all eligible, non-suspect Entries received up to the time of the impairment, and subject to verification of eligibility and compliance with the terms of these Official Rules, the potential Winner(s) will be declared the official Winner(s) of the Contest ("Winner"). 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 Contest Period for clarification purposes without materially affecting the terms and conditions of the Contest.

7. WINNER RELEASES: By participating in or entering this Contest, Participants agree to be bound by these Official Rules as may be amended from time to time, release Sponsors 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 this 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 of any Prize. The Sponsor does not make, and is not responsible in any manner for, any warranties, representations, or guarantees, express or implied, in fact or law, relating to any Prizes and regarding the use, value or enjoyment of the Prize, including, without limitation, its quality, mechanical condition, or fitness for a particular purpose. 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. Participants agree to indemnify, defend and hold harmless Sponsor and their managers, officers, and employees from and against any and all claims, demands, penalties, suits, actions, losses, damages, and costs and expenses in connection therewith arising out of the Prize.

8. **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 the ARV of the Prize. Unclaimed prize(s) will not be awarded. The Prize is non-transferable, and must be accepted as awarded, with no substitutions of any kind, whether in cash or otherwise, except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute the prize, or any portion thereof, with a prize, or such portion, of equal or greater value, as determined by Sponsor in its sole discretion, if the prize or any portion thereof cannot be awarded as described herein for any reason. Any costs or 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 & regulations apply.

9. **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 this 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.

10. **TRAVEL DISCLAIMER:** If a trip prize is awarded, such prize includes round-trip, coach class air transportation for Winner from a major commercial airport near Winner's home to the destination and a double occupancy standard hotel room as specified in the applicable Sweepstakes rules. Actual value of the trip will depend on point of departure and any airfare fluctuations. Any difference between stated value and actual value will not be awarded. Selection of airline and hotel are solely within Sponsor's discretion. Meals, gratuities, luggage fees, incidental hotel charges and any other travel-related expenses not specified are the sole responsibility of Winner and travel guest. All travel must be taken on dates specified or travel prize will be forfeited and may be awarded to an alternate Winner; no alternative travel dates are available. Exact travel dates and arrangements subject to availability. Winner and travel guest(s) must travel on same itinerary. A minor may accompany Winner as a travel guest only if the Winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Travel guests must sign and return a travel release before any ticketing of travel occurs. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license) required for travel. Airline tickets are non-refundable/non-transferable and are not valid for upgrades and/or frequent flyer miles. All airline tickets are subject to flight variation, work stoppages, and schedule or route changes. The difference in value will not be awarded to the travel prize Winner. Sweepstakes Entities shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels, venue operators, transportation companies, travel prize providers or any other persons providing any travel prize-related services or accommodations. Additional travel prize award details and travel information to be provided to the prizewinner at the time of notification. Travel prizewinner and guest(s) are also responsible for obtaining travel insurance (and all other forms of insurance) at their option and hereby acknowledge that the Company has not and will not obtain or

provide travel insurance or any other form of insurance. Lost, stolen or damaged airline tickets, travel vouchers or certificates will not be replaced or exchanged. If the travel prizewinner(s) is unavailable for travel on the designated dates, the travel prizewinner(s) will forfeit his/her rights to the travel prize, no cash substitution shall be offered, and the Company shall have no further responsibility for that portion of the travel prize. Certain travel restrictions and blackout dates may apply. Any and all airport transfers, ground transportation, meals, incidentals, gratuities, phone calls, luggage fees, travel insurance and applicable taxes (including, but not limited to all local, state and federal taxes) and any and all other expenses not specifically mentioned in the Official Rules are the sole responsibility of the travel prizewinner. If, for any reason, any part of the trip package is canceled or shall become unavailable, postponed or canceled, the Company shall have no further responsibility for that portion of the travel prize and the travel prize will be awarded without the inclusion of the item on the same itinerary. If concerts or other ticketed events have been awarded as part of a travel prize package and the concert or event is postponed, rained out, canceled, or for other reasons beyond Sponsor's control does not occur, the Sponsor will not be responsible for replacing that portion of the travel prize. Sponsor is not responsible for late, lost, damaged or stolen luggage. Any provided tickets are subject to certain terms and conditions specified thereon, and seat locations are as solely determined by Sponsor. Sponsor is not responsible for any travel delays, flight cancellations or difficulty. If travel delays, cancellations or difficulty prevent arrival in time for any and all elements of trip, Sponsor is not responsible for awarding any compensation in lieu thereof. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. All travel prizes or travel prize vouchers must be redeemed as stated in the travel prize notification or otherwise stated in the Official Rules. Winner agrees that acceptance of any trip taken as a travel prize is done so entirely upon their own initiative, risk, and responsibility. BY ACCEPTING A TRAVEL PRIZE, WINNERS ACCEPT THE INHERENTLY DANGEROUS NATURE AND RISK IN ANY TRAVEL OR TRANSPORTATION, INCLUDING BOATING, SUCH RISK INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE TRAVEL PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT SPONSOR AND RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.

11. **MISCELLANEOUS:** The Sponsors are not responsible or liable to any Participant, Winner or any other person claiming through such Participant or Winner for failure to supply the Prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, volcanic eruption, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Sponsor's sole control. All taxes, related fees, other costs and expenses related to Prize acceptance and use not specified in the specific Contest rules as being provided are the sole responsibility of prizewinner.

If a Contest is a call-in to win Contest and/or a telephone is needed to participate in the Contest, Participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems. Sponsor disclaims all liability for the inability of a Participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond Sponsor's control, or otherwise.

12. **PRIVACY POLICY**

Information collected by Sponsor in connection with this Promotion may be used by Sponsor, and shared with third parties involved in administration of the Promotion. The Participant agrees to the collection, processing and storage of his/her personal data by Sponsor for the purposes of the Promotion. All entrant information submitted via the Website and shared with, or otherwise made available to, Sponsor in connection with the Contest, will be subject to, and treated in a manner consistent with PMG Sponsor's Privacy Policy accessible at <https://hi93oahu.com/privacy-policy/>. If you are a verified as the Winner, your name, city and state may be included in a publicly-available winner's list.

13. **WINNER IDENTIFICATION**

Eligible Winners will be announced in-person at the Finale event at Wet'n'Wild Hawaii on September 9, 2023 and on HI93 (KQMQ-FM) on September 11, 2023.

For identification of the qualifier entries, finalists, and grand prize Winner within the Contest Period, please send a written request along with a self-addressed stamped envelope to:

Pacific Radio Group, Inc.

1100 Alakea St., 29th Floor

Honolulu, HI 96813