

## ONE MILLION HAWAIIANMILES SWEEPSTAKES

### OFFICIAL RULES

**NO PURCHASE, ACCOMMODATION RESERVATION OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN SWEEPSTAKES.**

**A PURCHASE OR ACCOMMODATION RESERVATION WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

**ELIGIBILITY:** Sweepstakes entrants must be legal residents of the fifty (50) United States and the District of Columbia, who are 21 years of age or older and have online access as of the date of entry. Officers, directors, employees or agents of Outrigger Hotels Hawaii ("Sponsor") or any of its affiliated companies (the "Outrigger Entities"), Hawaiian Airlines, Inc. or any of its affiliated companies (the "HAL Entities) or any vendors of the Outrigger Entities or the HAL Entities and their immediate families or persons living in the same household are not eligible. Void outside the fifty (50) United States, the District of Columbia and where prohibited.

**SPONSOR:** The Sponsor of this Sweepstakes is Outrigger Hotels Hawaii, 2375 Kuhio Avenue, Honolulu, HI 96815.

**HOW TO ENTER: A) Online:** Between 12:01 AM HST on February 9, 2010 and 11:59 PM HST on March 31, 2010 ("promotional period") legal residents of the fifty (50) United States and the District of Columbia may enter the Sweepstakes by:

(1) logging on to <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx> and subscribe to future Outrigger promotional e-mails by completing the registration process described on the web page hosted by Outrigger (hereafter, "Web Entry").

(2) After entering, submit five (5) valid e-mail addresses on the refer-a-friend page and you will receive one (1) additional entry into the Sweepstakes.

To receive additional online entries:

(3) between 12:01 AM HST on March 1, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=FB001> and follow the onscreen instructions;

(4) between 12:01 AM HST on March 1, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=Tw1> and follow the onscreen instructions;

(5) between 12:01 AM HST on March 8, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=FB002> and follow the onscreen instructions;

(6) between 12:01 AM HST on March 8, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.co/Sweepstakes/MillionMiles.aspx?srcED=Tw2> and follow the onscreen instructions;

(7) between 12:01 AM HST on March 15, 2010 and 11:59PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=FB003> and follow the onscreen instructions;

(8) between 12:01 AM HST on March 15, 2010 and 11:59PM HST on March 31, 2010 log onto <http://promo.outrigger.co/Sweepstakes/MillionMiles.aspx?srcED=Tw3> and follow the onscreen instructions;

(9) between 12:01 AM HST on March 22, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=FB004> and follow the onscreen instructions;

(10) between 12:01 AM HST on March 22, 2010 and 11:59 PM HST on March 31, 2010 log onto <http://promo.outrigger.com/Sweepstakes/MillionMiles.aspx?srcID=Tw4> and follow the onscreen instructions.

**OR B) Mail:** To enter by mail: mail a 3'x5' postcard that contains your first and last name, full mailing address, a contact phone number and e-mail address to Outrigger Hotels Hawaii, ATTN: SWEEPSTAKES ENTRY, 2375 Kuhio Avenue, Honolulu, Hawaii, 96815 (hereinafter, "Postcard Entries"). Postcard Entries must be postmarked no later than April 1, 2010 and received by Outrigger no later than April 15, 2010.

**Each eligible person may submit up to but no more than a total of ten (10) entries regardless of method of entry.** Sponsor is not responsible for lost, late, misdirected, stolen, damaged, postage due, incorrect, garbled, or incomplete Entries received, for any reason, including but not limited to by reason of hardware, software, browser, or network failure, malfunction, congestion, or server incompatibility at Outrigger Hotels Hawaii or elsewhere. Sponsor reserves the right to disqualify any person suspected of tampering with the entry process, the operation of the application, or otherwise in violation of the Official Rules. Sponsor further reserves the right to cancel, terminate, or modify any promotion 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. 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, 21 years of age or older, who is assigned to an e-mail address by an Internet Service Provider, online service provider or other organization (e.g., business, educational institute) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. All entries become the property of Sponsor and will not be acknowledged or returned. By providing your e-mail address, you grant Outrigger Hotels Hawaii the right to send you commercial messages.

**WINNER SELECTION/RANDOM DRAWING:** One (1) Grand Prize Winner will be selected by random drawing from among all eligible entries. Three (3) 2<sup>nd</sup> Place Prize Winners will be selected by random drawing from among all eligible entries not already selected as a winner. Odds of winning will depend upon the number of eligible entries received. The random drawing will be conducted by ClickSquared, whose decisions in all matters relating to this Sweepstakes are final and binding. The Random Drawing will be conducted on or about April 30, 2010. Limit one prize per person/per household.

**PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"): ONE (1) GRAND PRIZE:** the Grand Prize consists of one million (1,000,000) HawaiianMiles. HawaiianMiles is the frequent flyer program sponsored and administered by Hawaiian Airlines. The approximate retail value of Grand Prize is \$25,000 USD. Grand Prize Winner is solely responsible for all federal, state, and local taxes on prize. Grand Prize Winner must be enrolled in the HawaiianMiles Member Program before prize is awarded (there is no fee associated with enrollment). All terms and conditions of the HawaiianMiles program will apply to the use of these miles. Utilizing HawaiianMiles is subject to any and all restrictions instituted by the Department of Defense and/or Department of Homeland Security as required. No substitution, assignment, redemption for cash, or transfer of any prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. **THREE (3) 2<sup>ND</sup> PLACE PRIZES:** Each 2<sup>nd</sup> Place Prize consists of five (5) night hotel accommodations (double room occupancy, one room; room and applicable tax only) at an Outrigger Hotel on the island of Oahu designated by Sponsor. The approximate retail value of each 2<sup>nd</sup> Place Prize is \$3,295 USD. **2<sup>ND</sup> PLACE PRIZE WINNERS ARE SOLELY RESPONSIBLE FOR ANY AND ALL AIR AND GROUND TRANSPORTATION REQUIRED TO TRAVEL TO HAWAII.** Grand and 2<sup>nd</sup> Place Prize Winners are solely responsible for all federal, state, and local taxes on prize. 2<sup>nd</sup> Place Prize Winners are solely responsible for any and all in-room charges (e.g., mini-bar, movies), telephone calls, meals, beverages, gratuities, travel upgrades, personal incidentals and any other expenses not specified herein. 2<sup>nd</sup> Place Prize Winners will be required to provide a valid major credit card upon hotel check and all in-room charges, telephone calls, meals, beverages, hotel upgrades, amenities, personal incidentals and any other expenses charged to the Winner's hotel room will be charged to the Winner's major valid credit card provided. No substitution, assignment, redemption for cash, or transfer of any prize permitted except that Sponsor reserves the right to substitute a prize of equal or greater value in the event that an offered prize is unavailable. 2<sup>nd</sup> Place Prize Winners must utilize the prizes by December 1, 2011 or prize will be forfeited and no additional compensation will be provided. The 2<sup>nd</sup> Place Prizes are subject to certain restrictions, blackout dates and availability.

**CLAIMING PRIZES/RELEASE:** The Potential Grand Prize and 2<sup>nd</sup> Place Prize Winners will be notified by e-mail only on or about May 3, 2010. Eligibility, age and prize claim by all Winners are subject to verification. Sponsor is not responsible for fraudulent calls or E-mails made to entrants not by Sponsor. Potential Prize Winners must sign before a notary and return an Affidavit of Eligibility/Prize Acceptance/Liability and (where legally permissible) a Publicity Release Form within ten (10) business days of receipt. Non-compliance may result in disqualification and the prize will be awarded to an alternate Prize Winner in a random drawing from

among all remaining eligible entries, If the Prize Winner notification is returned as undeliverable, the Prize Winner is ineligible, or the Prize Winner declines a prize, the prize may be forfeited and the prize will be awarded to an alternate Prize Winner in a random drawing from among all remaining eligible entries.

**INTERNET:** If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor, which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Use of bots or other automated process to enter is prohibited and may result in disqualification at the sole discretion of Sponsor. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. Sponsor assumes no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. Sponsor reserves the right to freeze or close an account or to prohibit the participation of an individual if fraud or tampering is suspected, or if the individual fails to comply with any requirement of participation as stated herein or with any provision in these Official Rules. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

**GENERAL:** By entering this Sweepstakes, entrants and Prize Winners: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor, and affiliates, subsidiaries, advertising and promotion fulfillment, judging agencies, and all related entities from all liability, claims, actions, or proceedings relating to the Sweepstakes or to injuries or damages relating to acceptance or use of a prize; (3) agree to share customer information contained in their entry with Sponsor; and (4) consent to the use of his/her name, voice, picture and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the Prizes. By entering this sweepstakes, you agree that the internal laws of the State of Hawaii, without regard to the principles of conflicts of laws, will govern this agreement and any dispute of any kind that arises between you and Outrigger Hotels Hawaii or its affiliates. You hereby agree that any dispute arising from or relating to this sweepstakes, if not amicably resolved, be resolved only through binding arbitration between you and Outrigger Hotels Hawaii under the commercial rules of the American Arbitration Association. This arbitration, which shall be conducted in Hawaii before neutral arbitrators, shall not involve other individuals who have entered this sweepstakes, be combined with separate arbitrations involving other users, or proceed as any type or form of class action in which the claims of similarly-situated users are pursued together. Entering this sweepstakes is unauthorized in any jurisdiction that does not give effect to all provisions of this agreement, including, but not limited, to this paragraph. Outrigger Hotels Hawaii reserves the right to comply with law enforcement requests or requirements relating to your entering of this sweepstakes or information provided to or gathered by the Outrigger Hotels Hawaii with respect to your entering this sweepstakes. If any provision of this agreement is determined to be invalid or unenforceable pursuant to applicable law by any court of competent jurisdiction, the other provisions of this agreement will remain in full force and effect. You agree that no joint venture, partnership, employment, or agency relationship exists between you and Outrigger Hotels Hawaii as a result of this agreement or your entering this sweepstakes. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty and liability disclaimers set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and this agreement shall continue in effect. This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Outrigger Hotels Hawaii and its affiliates

with respect to this sweepstakes and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between you and Outrigger Hotels Hawaii with respect to this application. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Any rights not expressly granted herein are reserved by the Outrigger Entities.

**WINNERS LIST/OFFICIAL RULES:** To receive the Names of the Winners, (available after April 30, 2010) or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received by May 31, 2010 to: Outrigger Hotels Hawaii, Attn: Sweepstakes Winners, Interactive Commerce Department 2375 Kuhio Avenue, Honolulu HI 96815. Please specify "Official Rules" or "Winners List" on the outer envelope.

**MODIFICATION OF THESE TERMS AND CONDITIONS:** Outrigger Hotels Hawaii reserves the right to change the terms, conditions, and notices under which this sweepstakes is offered and you agree to accept and be bound by those terms, conditions, and notices that are in effect at the time of your entering this sweepstakes.

Copyright and Trademark Notices

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