

ALA MOANA HOTEL

THE MORE YOU STAY, THE MORE YOU PLAY

OFFICIAL RULES

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.

OPEN ONLY TO LEGAL RESIDENTS OF THE STATE OF HAWAII AND HOTEL GUESTS BOOKED THROUGH A PACIFIC BUSINESS CONNECTION MEMBER WHO ARE AT LEAST 21 YEARS OLD AS OF THE DATE OF THIS ENTRY.

By entering this Promotion, entrants accept and agree to be bound by these Official Rules. Any violation of the rules may result in disqualification.

- 1. PROMOTION PERIOD.** Promotion begins October 01, 2009 and ends January 31, 2010, when all entries must be received ("Promotion Period").
- 2. ELIGIBILITY.** This contest (the "Promotion") is only open to legal residents of the State of Hawaii and guests booked at the Ala Moana Hotel through a Pacific Business Connection member who are at least 21 years old as of the date of entry. ("Qualified Individuals"). Officers, directors, members, and employees of ALM Management Services, Inc. dba Ala Moana Hotel (hereinafter the "Promotion Sponsor"), and any of its affiliated companies. Vacations Hawaii or any other party associated with the development or administration of this Promotion, and the immediate family (i.e., parents, children, siblings, spouse), and persons residing in the same household, as such individuals are not eligible to enter or participate in the Promotion. This Promotion is void outside the State of Hawaii and where prohibited.
- 3. HOW TO ENTER.** For every room night a Qualified Individual stays at the Ala Moana Hotel during the Promotion Period, one Qualified Individual per room may turn in one Entry form for each night stayed to enter the drawing. For example, if two rooms are booked in the name of a Qualified Individual during the Promotion Period for three days, and the Qualified Individual occupies the two rooms for those three days, then up to a total of two entries per day would be entered for those two rooms which adds up to a total of six entries for the entire stay. Entry forms for Qualified Individuals that do not stay at the Ala Moana Hotel during the entry period may be requested at the Front Desk of the Ala Moana Hotel during normal business hours from 9am – 5pm daily and turned in to Guest Service Agent. Limit one entry per person per day during the Entry Period. All entrant information, including but not limited to the entrant's email addresses is subject to the respective Privacy Policy of the Promotion Sponsor.
- 4. WINNER SELECTION AND NOTIFICATION.** Promotion Sponsor will conduct one random drawing on the first Saturday of each month from November 2009 through February 2010. The name of one entrant will be selected at each of the four (4) random

drawing (the "Potential Winner") to win one of the prizes described in Section 5 below. Each Potential Winner may win a maximum of one prize no matter how many times that person has entered the Promotion. If the Promotion Sponsor is unable to contact a "Potential Winner" after reasonable efforts using the contact information from the Entry Form or a Potential Winner does not respond within five (5) days from the date the Promotion Sponsor receives confirmation that a letter or e-mail was received at the contact address indicated on the entry Form, such Potential Winner forfeits all rights to win a prize through the Promotion and Promotion Sponsor an alternate potential winner may be selected. Upon contacting a Potential Winner and determining that he/she has met all eligibility requirements of the Promotion, including without limitation the execution of required waivers, publicity and liability releases and disclaimers, such individuals will be declared one of the "winners" of the Promotion.

5. PRIZE DESCRIPTION. Each prize winner (the "Winner") will receive an Awards Letter that can be redeemed for a Vacations Hawaii Las Vegas package which includes: round trip coach airfare from Honolulu, Hawaii to Las Vegas, Nevada for two, one double room at the California Hotel for four (4) nights, airport/hotel transportation and three (3) meals daily (guests must be 21 years or older to receive meal coupons). The approximate retail value of the prize is \$ 1,650.00, depending on exact itinerary. Winners must pay the airport tax to Vacations Hawaii at time of ticketing, current airport tax is \$ 38 per person, subject to change. The actual prize value may vary based on fluctuations in price for airfare and/or accommodations, and distance between departure and destination. In-room or other personal charges at the California Hotel (e.g. mini-bar, movies), telephone calls, gratuities, incidentals, and all other expenses remain the sole responsibility of the Winner. Winner and travel companion must be available to travel on the same itinerary. Trip must be completed by one (1) year from issue date of Awards Letter, and may be subject to certain other restrictions, including without limitation blackout dates. The Winner's travel companion must be 21 years of age or older as of the date of departure, unless the travel companion is the child of the Winner. No substitution of any component of the prize will be allowed.

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

7. OWNERSHIP AND LICENSE. All entry materials become the property of the Sponsor and will not be acknowledged or returned. The copy right in any Submission shall remain the property of the entrant, but entry into this Promotion constitutes entrants' irrevocable and perpetual permission and consent, without further compensation or attribution, to use such Submission for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor, in any and all media now in existence or hereinafter created, throughout the world, for the duration of the copyright in the Submission. Sponsor and/or others authorized by the Sponsor shall have the right to edit, adapt, and modify the Submission.

8. 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 the prize or any component of the prize will be allowed.

9. CONSENT AND RELEASE. By entering the Promotion, each entrant releases and discharges the Sponsor, 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, agents, representatives, successors and assigns (collectively, "Sponsor Entities"), from any and all liability whatsoever in connection with this Promotion, including without limitation legal claims, costs, injuries, losses or damages, demands or actions of any kind (including without limitation personal injuries, death, damage to, loss or destruction or property, rights of publicity or privacy, defamation, or portrayal in a false light) (collectively, "Claims"). Except where prohibited: (i) acceptance of a prize constitutes the consent of any winner, without further compensation, to use the name and likeness of such winner and his/her Submission for editorial, advertising and publicity purposes by the Sponsor and/or others authorized by the Sponsor; (ii) acceptance of a prize constitutes a release by any winner of the Sponsor 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; (iii) any potential winner may be required to sign an affidavit of eligibility (including social security number) and a liability/publicity/copyright release; and (iv) if prize involves travel or activities, any potential winner and travel companion (if applicable) may be required to execute releases of the Sponsor from any and all liability with respect to participation in such travel/activities and/or use of the prize. Affidavits and releases must be returned within ten (10) days from the date that Sponsor first tries to notify the potential winner.

10. DISCLAIMERS. (i) Entries that are lost, late, misdirected, incorrect, garbled, illegible or incompletely received, for any reason, will not be eligible. (ii) Promotion Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process. (iii) Sponsor further reserves the right to cancel, terminate or modify the Promotion if it is not capable of completion as planned, including by reason of tampering, unauthorized intervention, or force majeure. (iv) Promotion Sponsor and its affiliated 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 modify or cancel this Promotion based upon such error at its sole discretion without liability. (v) PROMOTION SPONSOR AND ITS AFFILIATED 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. (vi) CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION MAY BE A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR 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.

11. APPLICABLE LAWS AND JURISDICTION. This Promotion is subject to all applicable federal, state, and local laws and regulations. Issues concerning the construction, validity, interpretation and enforceability of these Official Rules shall be governed by the laws of the State of Hawaii. All disputes arising out of or connected with this Promotion will be resolved individually, and without resort to class action, exclusively by a state or federal court located in Hawaii. Should there be a conflict between the laws of the State of Hawaii and any other laws, the conflict will be resolved

in favor of the laws of the State of Hawaii. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.

12. **WINNER LIST.** For the name of the winner, send a self-addressed stamped envelope, within six (6) months of the final random drawing date in February 2010, to: Winner List "The More you Stay, the More you Play", Attn: Marketing Department, Ala Moana Hotel, 410 Atkinson Drive, Honolulu, Hawaii 96814.

13. **SPONSORSHIP.** This Promotion is sponsored by Ala Moana Hotel located at 410 Atkinson Drive, Honolulu, Hawaii 96814.