

## **CENTRAL PACIFIC BANK'S GO CONTACTLESS! CAMPAIGN 2023**

**1) ELIGIBILITY:** Central Pacific Bank's Go Contactless! Campaign ("Campaign") is open to legal U.S. residents of the State of Hawaii, eighteen (18) years of age or older. This Campaign is void where prohibited and is subject to applicable federal, state, and local laws and regulations. Participants must have a valid Hawaii Driver's License, State ID, Military ID or Passport and prove Hawaii residency prior to participating. Businesses and other entities are prohibited from entering the Campaign. Employees of Central Pacific Bank, its parent company, affiliates and subsidiaries, along with members of their immediate family and/or those living in the same household are not eligible to win in this Campaign.

**2) SPONSOR:** The Sponsor of this Campaign ("Sponsor") is Central Pacific Bank, 220 South King Street, Honolulu, HI 96813, member FDIC.

**3) HOW TO ENTER:** NO PURCHASE OR TRANSACTION IS NECESSARY TO ENTER. A PURCHASE OR TRANSACTION WILL NOT INCREASE YOUR ODDS OF WINNING. The Campaign begins on or about 12:00:01 AM Hawaii Standard Time ("HST") on September 25, 2023 and ends at 11:59:59 PM HST on December 1, 2023 ("Promo Period") and consists of ten (10) entry periods (each an "Entry Period") as outlined in the table below. There are two (2) methods of entry, as follows:

### **3a) To enter the Campaign with your personal Central Pacific Bank Debit Card –**

Participants automatically submit one (1) entry into the Campaign for each eligible Point of Sales ("POS") transaction made using their eligible Central Pacific Bank debit card ("Card") during the applicable Entry Period.

Participants automatically submit two (2) entries into the Campaign for each eligible Point of Sales ("POS") transaction made using their eligible Central Pacific Bank Shaka Checking debit card ("Card") during the applicable Entry Period.

Eligible POS transactions include Signature, PIN, Contactless and recurring debit card transactions. Transactions that are denied, on hold, or are not successfully processed during the Entry Period are not counted in the Campaign. ATM, Automated Clearing House ("ACH"), ACH Converted Checks and other DDA Electronic Debit (Real Time) transactions are not counted in the Campaign. The Sponsor does not determine how merchants identify transactions but reserve the right to determine which transactions qualify. Businesses and other entities are prohibited from entering the Campaign, and as such, all transactions made using a Central Pacific Bank business card will be voided and will not be counted as an entry. All transactions made using a Central Pacific Bank card that is not actively linked to a CPB checking account will be voided and will not be counted as an entry.

### **3b) To enter the Campaign without a personal Central Pacific Bank Debit Card –**

Participants will receive two (2) entries into the Campaign for each eligible mail-in submission during the applicable Entry Period by handwriting their full name, complete mailing address, telephone number, email address, date of birth and the words "Central Pacific Bank Go Contactless! Campaign 2023" on a plain 3" x 5" piece of paper and mailing it in a sealed and stamped #10 envelope to: Central Pacific Bank, ATTN: Retail Product Management, PO Box 3590, Honolulu, HI 96811-3590. Mail-in entries are not limited; however, each mail-in entry must be submitted in a separate envelope with all requested information attached. Mail-in entries missing any information requested will automatically be disqualified from the Campaign. Mail-in entries must be received no later than the end of the Entry Period to be added to debit card transaction entries received and merged for the Campaign drawing for such Entry Period.

The Sponsor reserves the right in its sole and absolute discretion to disqualify any entry it deems incomplete, incoherent, illegible, inappropriate, or abusive. The Sponsor is not responsible for entries which are lost, late, stolen, incomplete, illegible, inaccurate, undelivered, delayed, misdirected, or cannot be completed due to electronic or technical difficulties, errors in these Rules, in any Campaign-related advertisements or other materials; human-processing error; failures of electronic equipment, computer

hardware or software; or inaccurate entry information, whether caused by equipment, programming used in this Campaign, human error or otherwise; regardless of cause. The use of any software-generated, programming, or any other mechanically produced mass entries are prohibited and subject to void at the Sponsor's discretion. The Sponsor reserves the right to void any entries who the Sponsor believes may hinder the security, integrity, or fairness of the Campaign.

**4) SELECTION FOR WINNERS:** For each Entry Period, a prize as shown in the chart below will be awarded in an individual random drawing among all eligible entries received during that Entry Period. Twelve winners will be selected randomly by the Sponsor, from among all eligible entries received, on each of the drawing dates set forth in the chart below, for a total of twelve (12) drawings. Drawings will be conducted by the Sponsor, whose decisions will be final and binding in all matters relating to this Campaign. Non-winning entries received during an earlier Entry Period drawing will be carried forward to subsequent Entry Period drawings.

The Weekly Prizes will have one (1) Winner per prize, totaling nine (9) Weekly Prize Winners. The Grand Prize will have up to three (3) Finalists, with one (1) Grand Prize Winner and two (2) Runner-Ups that will be awarded a compensation prize. The number of finalists may change under the Sponsor's discretion. The Finalists will be selected randomly by Sponsor among all eligible entries received by December 1, 2023.

The Grand Prize will be selected randomly among the Finalists at an event at the Central Pacific Bank Plaza (Address: 220 South King Street, Honolulu, HI 96813) that will be held on Friday, December 15, 2023 to announce the Grand Prize Winner ("Campaign Event"). The three (3) Finalists must agree to participate in the event in order to claim their prize. If the Finalists are unable to attend the event themselves, they are allowed to assign a substitute to attend the Campaign Event on their behalf. Potential Finalists that are unable to attend the event themselves or unable to find a substitute in their place forfeits the prize and an alternative Finalist will be chosen randomly among all eligible entries. Once the three (3) Finalists are selected, the Winner of the Grand Prize will be selected by a random draw at the event. The two (2) remaining Finalists will receive the Runner-Up Prizes.

The potential prize winners will be notified by the Sponsor via telephone or email (more details see Section 6 "Winner Notification").

Limited to one (1) Weekly Prize per person, immediate family member, or household. A Winner for a Weekly Prize is still eligible for the Grand Prize. Odds of winning will depend on the total number of eligible entries received for each applicable Entry Period as described in the Section 3 "How To Enter" above. Grand Prize Winners of previous Go Contactless Campaigns are not eligible to win the Grand Prize.

**5) PRIZES:** Nine (9) Weekly Prizes, one (1) Grand Prize, and up to two (2) Runner-Up Prizes will be awarded in this Campaign. Federal, state and local taxes and all other expenses not specified herein are each winner's sole responsibility. Prize providers may have additional rules associated with the specific prizes. By claiming a prize, the winners are agreeing to take full responsibility and ownership of the prizes and its accompanying expenses, including but not limited to insurance, taxes, subscriptions, licensing and any other fees related to the claimed prize(s), regardless of whether the prizes, in whole or in part, are used. The Sponsor or any prize providers are not responsible for and will not replace any lost, damaged, or stolen prizes or any prize that is undeliverable or does not reach a winner. If a winner does not accept or use the entire prize, the unaccepted or unused part of the prize will be forfeited, and the Sponsor will have no further obligation with respect to that prize or portion of the prize. Prizes are non-transferable and cannot be given back to the Sponsor once the prize is claimed. No substitutions are allowed except at the sole discretion of the Sponsor, which reserves the right to substitute a prize of an approximate comparable value at the Sponsor's discretion. Prizes may not be exchanged, transferred, redeemed for cash, resold, or offered for resale. There are no exceptions to any rules. The prize providers and the prize winners must address relevant tax laws according to the applicable tax laws regarding prize winners.

The Approximate Retail Value ("ARV") of the prizes is based on available information provided to the Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law.

**TOTAL ARV OF ALL PRIZES AWARDED IN THIS CAMPAIGN: \$40,411**

**WEEKLY PRIZES**

<b>Week</b>	<b>Entry Period</b>	<b>Prize</b>	<b>ARV</b>
1	9/25/23-10/6/23	Apple iMac Desktop	\$1,330
2	9/25/23-10/13/23	Rainbow Drive-In Gift Card	\$100
3	9/25/23-10/20/23	Apple iPhone 14 Plus	\$951
4	9/25/23-10/27/23	Leonard's Bakery Gift Card	\$100
5	9/25/23-11/3/23	Amazon.com Gift Card	\$500
6	9/25/23-11/10/23	Duke's & Hula Grill Restaurant Gift Card	\$300
7	9/25/23-11/17/23	Apple MacBook Air 15"	\$1,330
8	9/25/23-11/24/23	Nico's Pier 38 Gift Card	\$300
9	9/25/23-12/1/23	Kyo-Ya Hotels & Resorts Gift Card	\$1,102

**GRAND PRIZE**

<b>Finalists</b>	<b>Entry Period</b>	<b>Prize</b>	<b>ARV</b>
Grand Prize Winner	9/25/23-12/1/23	2023 Toyota RAV4 XLE (Lunar Rock)	\$32,398
Runner-Up	9/25/23-12/1/23	\$1,000 Cash Prize	\$1,000
Runner-Up	9/25/23-12/1/23	\$1,000 Cash Prize	\$1,000

**6) WINNER NOTIFICATION:** Winning Participants will be notified either via email or telephone based on the information on the Sponsor's database or information from the mail-in entries (method selected at Sponsor's discretion). Winning participants have up to 48 hours to notify Sponsor of their acceptance of their prizes by submitting a copy of a valid government photo ID and proof of Hawaii residency to Sponsor. In the event the prize winners do not respond within 48 hours, another winner may be chosen randomly for that particular prize among all eligible entries and new winners may be contacted until an

eligible winner is selected for each prize. If a winner is listed as "Do Not Contact", the Sponsor may randomly reselect a new winner for that particular prize among all eligible entries. If a winner is not reachable via telephone number or e-mail address provided available by the Sponsor's database or by the mail-in entries within 48 hours, or a forwarding e-mail address is not made or if the prize notification is returned as undeliverable, then the prize will be forfeited, and an alternate winner may be selected randomly among all eligible entries by Sponsor. In the event a selected Winner does not meet the stated eligibility requirements, an alternate winner may be selected randomly among all eligible entries by Sponsor. Determinations made by Sponsor are final on all matters relating to the Campaign.

**7) CLAIMING THE PRIZES:** To claim the prizes, the Winner (Weekly Prize Winner or Grand Prize Winner or Runner-Ups) is to complete and sign an Eligibility and Liability Release, a Publicity Release, and IRS Form W-9 (or Form 1099), which must be returned within 3 days from date of issuance thereof or the prize may be forfeited and awarded to an alternate winner selected randomly by Sponsor among all eligible entries. Each winner may be required to provide Sponsor with a valid social security number before the prizes will be awarded for tax reporting purposes.

The two (2) Runner-Ups may receive their prize via direct deposit if they have an open Central Pacific Bank ("CPB") deposit account in good standing. If a Runner-Up does not have a CPB deposit account, they will be mailed a physical check within 7 days of the event. The three (3) finalists must satisfy the following requirements by the time of event on December 15, 2023 to qualify for the grand prize: 1) auto insurance in good standing and 2) a valid driver's license. In the event that the requirements are not met, finalist(s) may only qualify for the Runner-Up prize. The Grand Prize Winner may be asked to sign and/or provide additional paperwork for vehicle ownership. The Grand Prize Winner must present their driver's license and proof of insurance binder under their name in order to drive the Grand Prize out of the Sponsor's property.

Weekly Prize Winners that reside in Oahu must agree to pick up their respective prize at the Main Branch of Central Pacific Plaza (Address: 220 South King Street, Honolulu, HI 96813). Weekly Prize Winners that reside in a neighbor island may be shipped their prize to their local Central Pacific Bank branch for pick-up. Winners must present a valid government photo ID when picking up their prize. If the Weekly Prize Winner is unable to pick up their respective prize themselves, the Winner is allowed to assign a substitute to pick up the prize on their behalf, provided the substitute presents their government photo ID. If the Weekly Prize Winner or assigned substitute is unable to pick up the prize within five (5) days of claiming their prize, the prize will be forfeited, and an alternate winner may be selected at random by the Sponsor among the eligible entries.

The Sponsor or any prize providers are not held responsible for and will not replace any lost, damaged, stolen prizes upon giving the prizes. The Sponsor reserves the right to suspend, cancel or modify the Campaign at any time should an incident happen that would affect the integrity, administration, and security of the Campaign including acts of God, natural disaster, war, pandemic, epidemic, and any other threats that would affect the ability to execute the Campaign as planned.

**8) TERMS & GENERAL CONDITIONS:** By entering this Campaign, entrants agree to be bound by these Official Rules and the decisions of Sponsor. Entrants agree that this Campaign is governed by the laws of the State of Hawaii without regard to its principles of conflicts of law. Venue for any legal proceedings related to the Campaign shall take place solely in Honolulu, Hawaii. As a condition of entering the Campaign, participant agrees that: a) under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; b) all causes of action arising out of or connected with this Campaign, or any prize awarded, shall be resolved individually, without resort to any form of class action; and c) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event include attorneys' fees. By entering the Campaign, the entrant agrees to hold the Sponsor harmless from and against any and all liability, loss, injury or death to entrant or any other person or entity or any and all liability/loss/injury/death caused by entrants, and damage of

any kind, including, without limitation, damage to personal or real property, personal injuries, death and bodily injury, arising out of or resulting from, in whole or in part, directly or indirectly, by reason of participating in the Campaign, the acceptance, possession, use or misuse of any Prize and/or Prize-related activities in connection with this Campaign. The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, or suspend the Campaign if it is not capable of running as planned and award prizes from among all eligible entries received prior to cancellation (prizes scheduled to be awarded after the cancellation date will not be awarded). Sponsor reserves the right, in its sole discretion, to cancel or suspend this Campaign, in its entirety or in part, should tampering, unauthorized intervention, counterfeiting, fraud, technical failures, or other causes beyond Sponsor's control corrupt the administration, security, fairness, integrity or proper play of the Campaign. Sponsor reserves the right at its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Campaign, to be acting in violation of the Official Rules or any laws, or to be attempting to undermine the legitimate operation of the Campaign by cheating, hacking, deception, misappropriation, infringement, sabotaging social media platforms or accounts, or any other unfair playing practices, poor sportsmanship, or intending to abuse, threaten, or harass any other participants or Sponsor's representatives or business partners. Sponsor reserves the right to terminate or modify these Official Rules at any time, without cause or prior notice, and to interpret these Official Rules and make decisions regarding the interpretation of these Official Rules at any time in its sole and absolute discretion.

**9) RIGHTS GRANTED BY CAMPAIGN PARTICIPANTS:** By entering the Campaign, Participants, Winners, and Winners' work teams grant the Sponsor and each of its affiliates the right to use their name, work place and/or likeness for publicity and promotional purposes relating to the Campaign without further compensation, notice or consent, in any and all forms of media, unless prohibited by law. Participants grant the Sponsor and each of its affiliates the right to use their name and contact information for future Central Pacific Bank promotions without further compensation, notice or consent, in any and all forms of media, unless prohibited by law. All entries and all content related thereto become the property of Sponsor, which reserves the right to use any and all information related to the Campaign, unless prohibited by law.

**10) LIMITATION OF LIABILITY:** By entering the Campaign, entrants agree to release and hold harmless the Sponsor, organizers, vendors, business supporters, prize providers and manufacturers, Instagram Inc., Meta Platforms, Inc., Google LLC, Alphabet Inc., and Bytedance Ltd., and each of their parent companies, subsidiaries and affiliates, advertising and promotion agencies, its affiliates, and all of their respective agents, representatives, officers, directors, shareholders and employees from and against any claim or liability for any bodily injury, loss, cost or damages of any kind to persons, including death and property damages sustained due in whole or in part, directly or indirectly, from (i) the creation of an entry including any and all claims for copyright infringement, invasion of privacy, violation of the right of publicity or defamation, (ii) the acceptance, possession, use or misuse of the prizes or parts thereof, if applicable, (iii) participation in the Campaign or participation in any Campaign or related activity, or (iv) human errors or technical failures in any part of the entry process or the Campaign or related activity. Except where prohibited by law, all prizes are awarded "AS IS" and without warranty of any kind, express or implied (including without limitation any implied warranties of MERCHANTABILITY or FITNESS FOR A PARTICULAR PURPOSE).

**11) PRIVACY POLICY:** Information submitted with an entry is subject to the Privacy Policy stated on the Sponsor's website. To read the Privacy Policy, click here <https://www.cpb.bank/privacy-policy-security>.

All verified and certified winners will be posted to the official Central Pacific Bank Instagram account by December 25, 2023 or within 10 days after all prizes are claimed, whichever is the latter, that affirms all prizes were given away as outlined herein and that, the Sponsor has certified the process was executed within the rules as prescribed. This Campaign is in no way sponsored, endorsed or administered by, or associated with social media platforms Instagram, Facebook, Youtube, or Tiktok. This Campaign is not associated, affiliated, sponsored, endorsed, or approved by the manufacturers of the prizes and their

subsidiaries, including but not limited to, Apple Inc., Amazon.com Inc., Toyota Motor Corporation, Meta Platforms Inc., and Kyo-ya Hotels & Resorts, LP. Toyota and RAV4 XLE are registered trademarks of Toyota Motor Corporation. Campaign is in no way associated with Toyota Motor Corporation, Toyota Hawaii, or any of its affiliates. iPhone, iMac, and MacBook Air are trademarks of Apple Inc. Amazon.com is a trademark of Amazon.com, Inc. Instagram is a trademark of Instagram LLC. Facebook is a trademark of Meta Platforms, Inc. YouTube is a trademark of Google LLC. Tiktok is a trademark of Bytedance Ltd.

As of 9/14/23

MEMBER FDIC