

**Diamond Bakery
Mother's Day Promotion 2019**

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN.

1. **Eligibility:** Diamond Bakery's Promotion (the "Promotion") is open only to legal residents of Hawaii who are 21 years of age or older at the time of entry. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law. Diamond Bakery and KTA super stores employees are ineligible for the promotion.
2. **Sponsor:** The Promotion is sponsored by Diamond Bakery Co, 756 Moowaa St, Honolulu, Hawaii 96817. Administrator: KTA Super Stores, 50 East Puainako Street, Hilo, Hawaii 96720.
3. **Agreement to Official Rules:** By participating in the Promotion, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor and Administrator, which are final and binding in all matters related to the Promotion.
4. **Promotion Period:** The Promotion begins at 12:00 a.m. Hawaii-Aleutian Standard Time ("HAST"), April 1, 2019 and ends at 11:59 p.m. HAST, April 30, 2019 (the "Promotion Period"). Administrator's computer is the official time-keeping device for this Promotion.
5. **How to Enter:**
 - 1) During the Promotion Period, visit any participating Hawaii KTA Super Stores and locate Diamond Bakery product displays.
 - 2) Fill out entry blanks placed on or next to Diamond Bakery product displays and drop it to the entry boxes provided.
 - 3) Entry is limited to one per person.
6. **Promotion Prize Selection and Verification of Potential Winners:** Potential winners must comply with all terms and conditions of these Official Rules. The Administrator's selection of potential winners is final and binding in all matters related to the Promotion. There will be only one winner from the promotion.
7. **Prizes**

The Prize consists of the following:

 - 1) Grand Prize: (2) nights stay at Hapuna Prince resort (Retail value: approx. \$800)
 - 2) Second Prize: (1) \$150 Gift Certificates at Café Pesto
 - 3) Third Prize: (1) \$50 Gift Certificates at Daylight Mind Cafe
8. **Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for Sponsor and its designees to use entrant's name, likeness, city and state of residence for promotional purposes in any media without further consideration.
9. **General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired in any way for any reason, including, but, not limited to, fraud, technical failures, regularly scheduled maintenance, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.
10. **Release and Limitations of Liability:** Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless Diamond Bakery and KTA Super Stores and their respective parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies, and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited

to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of registrations and game pieces; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt of any prize. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is duplicate package. If it is not possible to award another entry/play for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

11. **Disputes:** Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prizes awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for Oahu (First Circuit) of Hawaii or the appropriate Hawaii State Court located in Honolulu County, Hawaii; and (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Hawaii, without giving effect to any choice of law or conflict of law rules (whether of the State of Hawaii or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Hawaii.
12. **Promotion Results:** KTA Super Store will conduct drawing and announce the winner on or before 5/10/2019.
13. **Entrant's Personal Information:** Information collected from entrants will be kept confidential to the Sponsor and the Administrator, and will not be shared with any other parties/vendors other than what is included in paragraph 8.