PEARL HIGHLANDS CENTER

PEARL HIGHLANDS CENTER'S "KOKUA FOR KEIKI" PROGRAM
Tuesday, December 1, 2021 to Sunday, January 31, 2022
PROGRAM RULES

PROGRAM OVERVIEW. *Kokua for Keiki* is a program between Pearl Highlands Center ("Sponsor") and participating elementary schools. This Program supports fundraising efforts for the schools by providing *Kokua for Keiki* points for every dollar spent at Pearl Highlands Center during the Program Period. At the end of the Program Period, points are tallied, and each school will receive a donation based on the criteria below.

PROGRAM PERIOD. Pearl Highlands Center's *Kokua for Keiki Program* ("Program") begins on December 1, 2021 at 8:00 a.m. Hawaii Standard Time ("HST") and ends on January 31, 2022 at 11:59 p.m. HST ("Program Period"). Receipts dated between December 1, 2021 through January 31, 2022 are eligible to earn 10 points for every $1 spent towards participant's designated participating school (excluding tax and gratuity). By participating in the Program, each participant unconditionally accepts and agrees to comply with and abide by these Official Rules (the "Official Rules"), and the decisions of A & B Properties Hawaii LLC ("Sponsor"), including the interpretation of these Official Rules, which will be final and binding in all respects.

PARTICIPATING SCHOOLS.
- Lehua Elementary
- Manana Elementary School
- Pearl City Elementary School

HOW TO SUBMIT A RECEIPT.
1. Participants in the Kokua for Keiki program must be Hawaii residents age 18+.
2. Qualifying receipts must be dated and submitted online between December 1, 2021 and January 31, 2022.
3. Visit pearlhighlandscenter.com to be directed to the online form.
4. Participants will be required to fill out the online form that includes contact, email, phone, and zip code, and designate participating school.
5. Participants will be required to upload a picture or copy of receipts and upload when prompted.
6. Submit form online once required fields have been completed.

ELIGIBILITY AND LIMITATIONS. The Program is open to legal residents of Hawaii who are 18 years of age or older. Each Participant in the Program agrees to be bound by these Official Rules and A & B Properties Hawaii LLC 's decisions made at its sole discretion. The Program is subject to all applicable federal, state, and local laws and regulations.

SUBMISSION RESTRICTIONS. Submissions become the sole property of Sponsor. Sponsor and its agencies are not responsible for late, lost, incomplete, illegible/garbled, inaccessible, damaged or misdirected submissions, all of which are void. Sponsor is also not responsible for (a) programming,

electronic, technological, telephonic, network or other malfunction, error or failure which in any way affects or interferes with the operation of the Program or Pearl Highlands Center web site itself or (b) any mechanical, programming, typographical, printing or other error of any kind affecting the Program.

WINNER DETERMINATION. On or about February 8, 2022, Sponsor will tally points and Participating Schools will receive donations based on points earned.

DONATIONS.
Based on the number of points earned between December 1, 2021 through January 31, 2022, each school will receive donations based on the following levels:

1. First Place (most points) - $2000
2. Second Place (second highest points) - $1500
3. Third Place (least number of points) - $1000

DELIVERY OF DONATION(S): Participating Schools will receive notification and communication on how to receive donation(s).

LINKS TO THIRD PARTY SITES.
Pearl Highlands Center web site may link to other sites owned and operated by third parties and not maintained by Sponsor. Sponsor has no control over these linked sites, all of which have separate privacy and data collection practices and legal policies independent of Sponsor. Sponsor is not responsible for the contents of any linked sites and does not make any representations regarding the content or accuracy of material on such sites. Viewing such third-party sites is entirely at participants own risk. Participants are encouraged to be aware when they leave Pearl Highlands Center web site and to read the privacy statements of any other site that collects personally identifiable information.

CONDITIONS OF PARTICIPATION. By accepting the donation, Participating School agrees to the use of its name and image for advertising/trade/publicity purposes by Sponsor and its designees without further compensation or notice. By participating in the program, Participants and Participating Schools releases and agrees to indemnify, defend, and hold harmless Sponsor, its parent, affiliates, subsidiaries, and their respective members, managers, directors, officers, employees and agents, from any and all liability arising from or related to the Program or acceptance, receipt or use/misuse of the donation. If Program cannot be conducted as originally planned due to any cause beyond Sponsor's control (e.g., computer virus or act of fraud), Sponsor may cancel/suspend/modify Program and allocate donations equally among all participating schools prior to and/or after action taken by Sponsor or otherwise in a manner determined by Sponsor in its sole discretion to be fair, appropriate and consistent with these Official Rules; Sponsor will notify Participating Schools of such action via email. Tampering with Program, Pearl Highlands Center web site, violation of these Official Rules or any attempt to defraud Sponsor will result in disqualification; but, disqualification shall not represent the sole remedy available to Sponsor. Sponsor's failure to enforce any provision of these Rules is NOT a waiver of such provision. Any dispute or claim regarding the Program will be resolved pursuant to the laws of the State of Hawaii. Any such dispute/claim must be brought individually (NOT as part of a class action) in federal or state court in Honolulu, Hawaii with recovery being limited to one's actual costs in participating in the Program with all damages or other forms of recovery being expressly waived.