

**CAMPAIGN RULES AND GUIDELINES (IMAGINE A DAY WITHOUT WATER,
“ONE WATER FORM CONTEST,” OCT. 21, 2021)**

1. **Eligibility:** This Campaign is open only to those who follow the Honolulu Board of Water Supply on Instagram and who are 18 years of age or older as of the date of entry. The Campaign is only open to legal residents of United States, and is void where prohibited by law. Employees of the Board of Water Supply and its participating city and state agencies, their affiliates, subsidiaries, advertising and promotion agencies, and suppliers (collectively the “Employees”), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.
2. **Agreement to Rules:** By participating, the Contestant (“You”) agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, you agree to accept the decisions as final and binding as it relates to the content of this Campaign.
3. **Campaign Period:** A unique multiple choice trivia question will be posted on the Board of Water Supply’s Instagram page, Thursday, October 21, 2021. Participants must submit their answer within 60 minutes in order to be eligible. Each participating agency will post a question at their scheduled time on the Board of Water Supply’s Instagram page. The Board of Water Supply at 9:00 a.m., Department of Environmental Services at 11:00 a.m., Department of Facility Maintenance at 1:00 p.m., Department of Land and Natural Resources, Commission of Water Resource Management at 2:00 p.m., Division of Forestry and Wildlife at 3:00 p.m., and the University of Hawaii’s College of Tropical Agriculture and Human Resources at 5:00 p.m. for a total of 18 winners. This includes a grand prize winner, 2nd and 3rd place winner.
4. **Prizes:** The Winner(s) of the Campaign (the “Winner”) may receive one of the following prize packs. Actual/appraised value of each prize may differ at time of award:

Grand Prize Pack (combined retail value: \$189.00) –

35-gallon rain barrel water catchment system (this will only be awarded to the Grand Prize winner at 9 AM)
Tote bag containing:
Reusable Totes
ENV Lunch Bag
ENV Pens
Non-plastic reusable utensils
ENV children’s wastewater book
10+ ENV Tip Cards
Rubber food scrappers
Sink Drain
Fans

Key Chain light
Umbrella
BWS Hat
BWS Lunch Bag
Sanitizer
Rain Barrel (grand prize winner only)
Shower timers
Knap sack
Water for Life booklet
BWS Pens
Cutlery set
Water Jugs
DFM tote bag
DFM labeled hat
Sunglasses
Utensil kit
Reusable bamboo straws
Reusable sandwich bags
Shirts (size varies of what's in stock)
Pencils
Pens
CTAHR Tote bag

2nd Prize Pack (combined retail value: \$141.50) –

Tote bag containing
ENV Pens
ENV lunch bag
Non-plastic reusable utensils
ENV children's wastewater book
10+ ENV Tip Cards
Rubber food scrappers
Sink Drain
Fans
Key Chain light
Umbrella
BWS Hat
Lunch Bag
Sanitizer

Shower timers
Knap sack
Water for Life booklet
BWS Pens
Cutlery set
Water Jugs
DFM tote bag
DFM labeled hat
Sunglasses
Utensil kit
Reusable bamboo straws
Reusable sandwich bags
Shirts (size varies of what's in stock)
Pencils
Pens

3rd Prize Pack (combined retail value: \$37.84) –

Tote bag containing
Reusable Totes
ENV Lunch Bag
ENV Pens
Non-plastic reusable utensils
ENV children's wastewater book
10+ ENV Tip Cards
Rubber food scrappers
Sink Drain
Fans
Umbrella
Sanitizer
Shower timers
Knap sack
Water for Life booklet
BWS Pens
Cutlery set
Water Jugs
DFM tote bag
DFM labeled hat
Reusable bamboo straws

Reusable sandwich bags
Pencils
Pens
CTAHR Tote bag

5. The specifics of the prize shall be solely determined by the Honolulu Board of Water Supply. No cash or other prize substitution shall be permitted except at the Board of Water Supply's discretion. The prizes are nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for the Agencies to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation, unless prohibited by law.
6. **Odds:** The odds of winning depend on the number of eligible entries received.
7. **Winner Selection and Notification:** Winners will be selected by a member of the Board of Water Supply within 15 minutes of the 60-minute deadline to submit an answer to the trivia question on Instagram. Prizes only will be awarded to the first three correct responses received during the 60-minute window for each question. If no correct responses are received during the eligible time frame, no prizes will be awarded for the posted trivia question. Ties will be broken based on time and order of receipt. Winners will then be notified about their winnings via Instagram messenger. The Board of Water Supply shall have no liability for Winner's failure to receive notices due to spam, junk e-mail or other security settings or for Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner cannot be contacted, is ineligible, fails to claim the prize within 14 days from the time award notification was sent, or fails to timely return a completed and executed declaration and release as required, the prize may be forfeited. Winners must make arrangements to pick up their prizes at the Honolulu Board of Water Supply, 630 South Beretania Street, Honolulu HI 96843 USA, Monday through Friday, 7:45 a.m. to 4:30 p.m. Hawaii Standard Time (excluding holidays), no later than Tuesday, October 26, 2021. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY WINNER (AT THE BOARD OF WATER SUPPLY'S SOLE DISCRETION) WILL RESULT IN WINNER'S DISQUALIFICATION AS WINNER OF THE CAMPAIGN, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.**
8. **Rights Granted by You:** By entering this content (e.g., photo, video, text, etc.), You understand and agree that anyone acting on behalf of the Board of Water Supply, and the licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent.

9. **Copyright:** By entering this content, You represent and warrant that your entry is an original work of authorship, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property right of another, You will be disqualified at the sole discretion of the Board of Water Supply. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual proprietary rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless the Board of Water Supply from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which it may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.
10. **Terms & Conditions:** The Board of Water Supply reserves the right, in their sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond their control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. They reserve the right, in their sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or website or violates these Terms & Conditions. They have the right, in their sole discretion, to maintain the integrity of the Campaign, to void votes for any reason, including, but not limited to: multiple entries from the same user from different IP addresses; multiple entries from the same computer in excess of that allowed by Campaign rules; or the use of bots, macros, scripts, or other technical means for entering. Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Campaign may be a violation of criminal and civil laws. Should such attempt be made, the Board of Water Supply reserves the right to seek damages to the fullest extent permitted by law.
11. **Limitation of Liability:** By entering, You agree to release and hold harmless the Board of Water Supply and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.
12. **Disputes:** THIS CAMPAIGN IS GOVERNED BY THE LAWS OF UNITED STATES AND HAWAII, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resorting to any form of class action, exclusively before a court located in Hawaii having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs

associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

13. **Privacy Policy:** Information submitted with an entry is subject to the Privacy Policy stated on the Honolulu Board of Water Supply website. To read the Privacy Policy, go to www.boardofwatersupply.com/privacypolicy.
14. **Winners List:** To obtain a copy of the Winner's names or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Honolulu Board of Water Supply, c/o Communications Office – Ka Wai Wednesdays Conversation Contest Campaign, 630 South Beretania Street, Honolulu HI 96843, USA. Requests must be received no later than Wednesday, November 3, 2021, at 4:30 p.m. Hawaii Standard Time.
15. **Promotion Hosting:** The Campaign hosted by the Board of Water Supply is in no way sponsored, endorsed, administered by, or associated with Instagram.