

## **2025 HPM Anniversary Giveaway, Lāna'i Official Rules**

August 9, 2025

NO PURCHASE NECESSARY TO ENTER OR WIN.  
MUST BE 18 YEARS OR OLDER AND A LĀNA'I RESIDENT TO ENTER.

**Sponsor:** The “2025 HPM Anniversary Giveaway, Lāna'i” is sponsored by HPM Building Supply with prizes provided by Benjamin Moore, Milwaukee and Yeti.

**Official Address:** HPM Building Supply at 16-166 Melekahiwa Street, Keaau, HI 96749

**Eligibility:** The Giveaway is open only to legal Lāna'i residents who are 18 years of age or older at time of entry. Owner-employees and immediate family members of HPM Building Supply are not eligible to enter. The Giveaway is subject to all federal, state and local laws and regulations and is void where prohibited by law.

**Agreement to Official Rules:** By participating in the Giveaway, participants fully and unconditionally agree to and accept these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Giveaway. Sponsor has the right to revise Official Rules as necessary.

**Giveaway Period:** The Giveaway takes place on Saturday, August 9, 2025 from 8:00 AM to 4:00 PM HST. The winner will be selected no later than Friday, August 15, 2025.

**How to Enter:** Participants may enter by visiting the HPM Lāna'i store during the promotional period, scanning the QR codes and texting the unique keywords to (808) 556-8998 or manual entry form. By submitting an entry, participants agree to receive marketing communications from the Sponsor and agree to the Terms and Conditions and Privacy Policy.

### **Prize:**

One winner from the HPM Lāna'i Store will win the Grand Prize, and two others will win one of the additional Prizes listed below. There will be a total of three (3) winners.

- Grand Prize: (1) Home Sweet Home Paint-Over (\$1000 value)
- Milwaukee 2- Tool Combo Kit (3697-22, \$439.99 Value)
- Yeti Roadie 15 (\$200 Value each)

**Giveaway Winner Selection & Verification:** Three (3) Winners will be randomly selected from all eligible completed entries. The Winners will be contacted using the information provided on their entry form.

**The Winner's Responsibility:** There are no substitutions, exchanges, or transfers of Prizes by Winner. Winner is responsible for all taxes and fees associated with the prize receipt and/or use. Winner must confirm selection by Monday, August 18, 2025 and claim the Prize by September 15, 2025 (December 31, 2025 for Benjamin Moore winner) or Sponsor will draw another Winner. The Winner will need to present photo identification and sign a media waiver and W9 form upon prize pick up at the HPM Lāna'i location.

**Publicity:** Except where prohibited, participation in the Giveaway constitutes the entrant's consent for Sponsor to use the Winner's name, likeness, and photo for promotional purposes in any media without further compensation or consent.

**General Conditions:** In the event that the operation, security, or administration of the Promotion is impaired for any reason, including but not limited to, fraud, technical failures, regularly scheduled maintenance, virus or other technical problems, the Sponsor may, in its sole discretion, either: a) suspend the Promotion and award the prize in a random drawing from among all eligible entries received up to the time of the 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, 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.

**Release and Limitations of Liability:** Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless HPM Building Supply, Thermador, and their respective 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 the participation in the Promotion or receipt or use of any prize but not limited to: a) unauthorized human intervention in the Promotion; b) technical errors related to the computers, servers, providers, printers or telephone network lines; c) printing errors; d) errors of the administration or the processing of entries; 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 the 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, the entrant's sole remedy is another entry form.

**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 appropriate Hawaii State Court located in Honolulu County, Hawaii; b) any and all claims, judgements and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorney's fees. All issues and questions concerning the construction, validity, interpretation and enforcement 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 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.