

**G.LION HAWAII
HY'S STEAKHOUSE HOLIDAY GIVEAWAY
OFFICIAL GIVEAWAY RULES ("Official Giveaway Rules")**

NO PURCHASE IS NECESSARY TO ENTER OR WIN IN THE G.LION HAWAII HY'S STEAKHOUSE HOLIDAY GIVEAWAY ("GIVEAWAY"). YOUR CHANCES OF WINNING DO NOT INCREASE WITH A PURCHASE. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. GIVEAWAY IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. A PURCHASE WILL NOT IMPROVE YOUR CHANCE OF WINNING.

This Giveaway is not sponsored, endorsed or administered by Instagram®, nor is Instagram associated in any way. Any comments, questions or complaints regarding the Giveaway must be directed to Sponsor and not Instagram. Instagram is a registered trademark of Instagram LLC.

1. ELIGIBILITY: The Giveaway is only open to persons who are 18 years of age or older at the time of entry. Employees of G.Lion Hawaii ("Sponsor"), its parent, affiliates and subsidiaries along with members of their immediate family and/or those living in the same household are not eligible. Void where prohibited or otherwise restricted by law. The Sponsor is solely responsible for all aspects of the Giveaway and for determination of eligibility. All entry information must be complete and accurate. Sponsor will not award a prize to anyone not meeting eligibility requirements at the time of entry. Sponsor reserves the right to disqualify any entrant if these Official Giveaway Rules are not followed. By entering this Giveaway you agree to the terms and conditions of these Official Giveaway Rules and make all of the Representations and Warranties as provided below.

2. SPONSORSHIP. The sponsor is G.Lion Hawaii ("Sponsor"), located at 2440 Kuhio Avenue Honolulu, HI. 96815. Sponsor will conduct the Giveaway substantially as described in these Official Rules.

3. AGREEMENT TO RULES: By entering this Giveaway, the Entrant ("You") agrees to abide by the Sponsor's Official Rules and decisions, which are fully and unconditionally binding in all respects. The Sponsor reserves the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Giveaway, the You represents and warrants that You are eligible to participate based on eligibility requirements explained in the Official Rules. You also agree to accept the decisions of the Sponsor as final and binding as it relates to the content of this Holiday Giveaway.

4. GIVEAWAY ENTRY PERIOD: This promotion begins on December 1, 2021 at 12:01am HST and ends on December 30, 2021 at 6:00pm HST ("Entry Period"). To be eligible for the Giveaway, entries must be received within the specified Entry Period. All times in these Official

Giveaway Rules refer to Hawaiian Standard Time/HST and Sponsor's computer shall be the official timekeeper for matters related to this Giveaway.

5. HOW TO ENTER: Eligible entrants can enter the Giveaway by:

- 1) Like the Giveaway post on the Hy's Steakhouse Instagram page (@hyshawaii)
- 2) Follow Hy's Steakhouse (@hyshawaii) and G.Lion Hawaii (@g.lionhawaii) on Instagram
- 3) Tag a friend who you'd like to bring along in the comments of the Giveaway post
 - a) You can enter as many times as you'd like
 - b) One tag per comment

As a participant, your entry must fully meet all Giveaway requirements, as specified in the Official Rules, in order to be eligible to win a prize. Incomplete entries or those that do not adhere to the Official Rules or specifications will be disqualified at the Sponsor's sole discretion. Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Giveaway at the Sponsor's sole discretion.

6. PRIZES: The Winner of the Giveaway (the "Winner") will receive (1) \$300 gift certificate for Hy's Steakhouse (Approximate retail value: \$300). Gift certificates are not valid on holidays or special dinners, cannot be applied to tax and gratuity, expire one (1) year from the date issued, and have no cash value. Gift certificates must also be presented upon arrival at the restaurant.

The actual/appraised prize value may differ at the time the prize is awarded. The prize(s) shall be determined solely by the Sponsor. There shall be no cash or other prize substitution permitted except at the Sponsor's discretion. The prize is non-transferable. The Winner, upon acceptance of the prize, is solely responsible for all expenses related to the prize, including without limitation any and all local, state, and federal taxes. The Winner shall not transfer assignment of the prize to others nor shall the Winner request the cash equivalent or prize substitution. By accepting the prize, the selected Winner grants permission for the Sponsor to use the Winner's likeness, entry, and name for purposes of advertising and trade without further compensation unless prohibited by law.

7. ODDS: The total number of eligible entries received determines the odds of winning.

8. WINNER SELECTION AND NOTIFICATION: Selection and Notification of Winner: The Winner will be selected by a random drawing under the supervision of the Sponsor. The Sponsor will notify the Winner(s) through an Instagram post and direct message on 12/31/21, at 6:00 PM HST. The Sponsor is not responsible for nor shall have no liability for Winner's failure to receive notices due to email security settings that may cause notifications to be marked as spam or junk email. Nor shall Sponsor be liable for the Winner's provision of incorrect or otherwise non-functioning contact information. If the Winner 1) fails to claim the prize within (3) days from the time the award notification was sent, 2) is found ineligible, or 3) does not complete and return an executed declaration and release within the specified timeframe, the prize may be forfeited and an alternate Winner may be selected. Receipt of the prize offered in

the Giveaway by the Winner is upon the condition of compliance with any and all federal, state, and local laws and regulations. IF THE WINNER VIOLATES ANY OF THESE OFFICIAL RULES, THE WINNER (AT THE SPONSOR'S SOLE DISCRETION) WILL BE DISQUALIFIED, AND ALL PRIVILEGES AS WINNER WILL BE IMMEDIATELY TERMINATED.

9. RIGHTS GRANTED BY YOU: By submitting an entry (e.g., text, video, photo, etc.) into this Giveaway, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensees successors, and assigns of the Sponsor shall, where permitted by law, have the right to print, publish, broadcast, distribute and use in any media known now or hereafter developed, in perpetuity, worldwide, and without limitation, your submission, name, photo, portrait, voice, likeness, image, statements about the Giveaway, and your biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. CONDITIONS AND RELEASE OF LIABILITY: All participants agree (a) to release and hold harmless Sponsor and Instagram and their respective parent and affiliated companies and their respective officers, directors and employees ("Released Parties") from any liability for any injury, loss, illness, litigation or damage that may occur directly or indirectly and whether caused by negligence or not from participant's participation in the Giveaway or acceptance, possession, or use or misuse of the prize or any portion thereof; (b) to indemnify Released Parties from any and all liability for copyright, trademark or other intellectual property infringement claim as well as any other liability resulting or arising from the Giveaway; (c) to hereby acknowledge that Released Parties have neither made nor are responsible in any manner or liable for any warranty, representation, or guarantee relative to the prize; (d) that if selected as the prize winner, to the posting of such Winners' name on Sponsor's website and the use by Released Parties, photograph, voice, image, and/or likeness for publicity, promotional, and advertising purposes in any and all media now or hereafter known, throughout the world in perpetuity, without additional consideration, notification, permission or approval; and (e) to be bound by these Official Giveaway Rules and to waive any right to claim any ambiguity or error therein or in the Giveaway itself, and to be bound by all decisions of Sponsor which are binding and final.

11. GENERAL: Sponsor has the sole power and absolute discretion to terminate or modify the rules of this Giveaway at any time, without cause or prior notice, and to interpret these Official Giveaway Rules and make decisions regarding the interpretation of these Official Giveaway Rules and amend or clarify these Official Giveaway Rules at any time in its sole and absolute discretion. If the Sponsor does amend or clarify these Official Giveaway Rules, the amended rules will be posted on the Hy's Steakhouse website. Sponsor reserves the right to disqualify Entries deemed abusive without notification to the participant. All decisions of Sponsor in respect to this Giveaway and interpretation of these Official Giveaway Rules and determination of Winners are final and legally binding and conclusive in all matters. No participant or winner shall have any right to challenge or contest any decision of Sponsor concerning the Giveaway, its

rules, interpretations, determinations, eligibility, verification, timeliness, winners, prizes or any other matter. Any participant challenging any results shall be disqualified from winning a prize. All federal, state and local laws and regulations apply. No transfer or assignment of any prize is permitted. No advertising or promotion agencies, nor any service providers are responsible for incorrect or inaccurate transcription of entry information, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access any service, or any other error or malfunction, or for late, stolen, lost, illegible or misdirected entries. Entry materials that have been tampered with or altered are void. Activity deemed abusive or improper by Sponsor, in its sole discretion, will result in disqualification from the Giveaway. Taxes are the winner's sole responsibility. Sponsor reserves the right to substitute a prize of comparable value at their discretion. By participating in this Giveaway, each participant accepts and agrees to be bound by these Official Giveaway Rules.

12. WINNERS LIST: You may obtain a copy of the Winner's name(s) or a copy of these Official Rules, by sending your request via mail with a stamped, self-addressed envelope to: Hy's Steak House, 2440 Kuhio Avenue Honolulu, HI. 96815 United States. Requests must be postmarked no later than December 20th, 6:00 PM HST.