

**FOUR SEASONS RESORTS HAWAII**  
**Social Media Giveaway with Gray Malin**

**Official Rules**

**This Promotion is open to individuals and legal residents of the United States only.**

**Participants must be over the age of eighteen (18) at the time of entry.**

The [Four Seasons Hawaii X Gray Malin Social Media Giveaway] (the “Promotion”) begins at 9:01 a.m. Hawaii Time on [Wednesday, February 2, 2022] (the “Promotion Start Date”) and ends at 11:59 p.m. Hawaii Time on [Friday, February 11, 2022] (the “Promotion End Date”), such period referred to herein as the “Promotion Period.” The Promotion is jointly sponsored by the following (collectively the “Promotion Sponsors”): (a) Hualalai Investors, LLC (“Hualalai Investors”), doing business as the Four Seasons Resort Hualalai; (b) 3900 WA Associates, LLC (“3900 WA”), doing business as the Four Seasons Resort Maui at Wailea; and (c) Ko Olina FS Hotel LLC (“Ko Olina FS”), doing business as Four Seasons Resort Oahu at Ko Olina. Hualalai Investor’s computer is the official clock for the Promotion. The Promotion is in no way sponsored, endorsed or administered by, or associated with Instagram. You are providing your information to the Promotion Sponsors, and not to Instagram. Any questions, comments or complaints regarding this Promotion shall be directed to the Promotion Sponsors and not to Instagram.

**1. How to Enter: To enter the Promotion:**

(a) Log into your Instagram account ([www.instagram.com](http://www.instagram.com)). If you are not already a member of Instagram, download and install the free Instagram application and register for a free Instagram account.

(b) Once you are an Instagram member, follow @graymalin, @fshualalai, @fsmaui AND @fsoahu on Instagram.

(c) Follow the directions on the giveaway post, posted by each of the accounts mentioned in 1(b) above on Wednesday, February 2, 2022 to enter.

By entering the Promotion, you agree that you have read and will abide by these Official Rules.

Participation in the Promotion is voluntary and does not require you to purchase anything from the Promotion Sponsors. All entries must be received by the Promotion End Date. All entries become the property of the Promotion Sponsors and will not be returned. Submitted entries will not be acknowledged. Proof of submission of an entry does not constitute proof of receipt by Promotion Sponsors. All entries are subject to the Promotion Sponsors' [Privacy Policy](#) and [Terms of Use](#). Promotion Sponsors are not responsible for any incomplete, lost, stolen, damaged, or illegible entries or for address changes of entrants. An entry is only good for this Promotion you "like" and comment on, and will not be carried forward or be eligible for any future promotion of any kind of any of the Promotion Sponsors.

**2. Prize:** There will be one (1) prize (the "Prize") offered to the winner of the Promotion, consisting of all of the following: (a) a two (2) night stay at Four Seasons Resort Hualalai (the "Hualalai Resort") at Kailua-Kona, Hawaii; (b) a two (2) night stay at Four Seasons Resort Maui (the "Maui Resort") at Wailea, Hawaii; and (c) a two (2) night stay at Four Seasons Resort O`ahu

at Ko Olina (the “Ko Olina Resort”), with each two (2) night stay at the Hualalai Resort, the Maui Resort and the Ko Olina Resort (collectively the “Resorts”) in an entry level room type as determined by Program Sponsors in their sole and absolute discretion; together with the following: (i) one (1) dinner for two (2) people at each of the Resorts at the restaurant to be determined by Program Sponsors in their sole and absolute discretion; (ii) two (2) 50-minute spa treatments at each of the Resorts; (iii) one (1) day at a poolside cabana at the Maui Resort and at the Ko Olina Resort; (iv) choice of one (1) large framed fine art photo from Gray Malin of the Four Seasons Hawaii collection; and (v) one (1) signed coffee table book from Gray Malin. The Prize only includes the previously mentioned items, and does not include the costs of any other amenities at the Resorts such as additional dining, golf and spa services, nor does it include any other costs associated with accepting and/or claiming the Prize, including but not limited to air and ground transportation costs to and from the Resorts, which are the sole responsibility of the winning entrant. Promotion Sponsors reserve the right, exercisable in its sole and absolute discretion, to establish certain “black out” periods where the winning entrant cannot use the Prize and stay at the Resorts. The winner of the Promotion must redeem and utilize the Prize by staying at all of the Resorts before December 15, 2022, during the non-black out period. Odds of winning are affected by the number of eligible entries received by the Promotion Sponsors during the Promotion Period. Total approximate retail value of the Prize is USD 12,000 dollars. The winning entrant shall not be entitled to any substituted award, cash equivalent or transfer of the Prize. Promotion Sponsors make no representation or warranty to entrants about the utility, quality or other aspect of the Prize. Promotion Sponsors reserve the right to substitute a prize of equal or greater value to the Prize. No other substitution or transfer of the Prize is

permitted. Promotion Sponsors will issue to the winning entrant an IRS 1099 U.S. Tax Form “Miscellaneous Income” and a comparable Hawaii Department of Taxation form for the actual value of the Prize and is advised to seek independent counsel regarding the tax implications of the Prize winnings. In order to receive a Prize, winner may be required to provide proof of identification and his or her social security number.

**3. Eligibility:** The Promotion is only open to individuals and United States residents who are at least eighteen (18) years old at the time of entry.

Entries are limited to individuals only; commercial enterprises and business and other entities are not eligible to apply for or win the Prize. By participating in the Promotion, each entrant accepts the terms and conditions stated in these Official Rules, agrees to adhere to [Instagram’s Terms of Use](#), agrees to be bound by the decisions of the Promotion Sponsors and represents and warrants to Promotion Sponsors that he or she is eligible to participate in the Promotion. Failure to comply with either the terms and conditions in these Official Rules or the Instagram Terms of Use, as determined by Promotion Sponsors in their sole and absolute discretion, shall result in disqualification, and will allow the Promotion Sponsors to select an alternate winner.

Employees, independent contractors, members, managers, officers and directors of (i) the Promotion Sponsors, their respective affiliates and subsidiaries, (ii) Four Seasons Hotels Limited, and its affiliates and subsidiaries (collectively, “Four Seasons”), (iii) owners (“Owners”) of all hotels and resorts managed by Four Seasons, and (iv) Promotion Sponsors’, Owners’ or Four Seasons’ advertising, promotion, and fulfillment agencies, and their immediate family and household members, are not eligible to participate in the Promotion. As used in the

immediately preceding sentence, the term “immediate family” includes parents and children, and their spouses, siblings and in-laws, whether or not they live in the same household, and the term “household members” means persons, whether or not immediate family, residing in the same household or residence. PROMOTION IS VOID WHERE PROHIBITED OR OTHERWISE RESTRICTED BY LAW and is subject to applicable federal, state and local laws and regulations.

Entries that are submitted in connection with the Promotion will only be eligible if such entries do not contain content that is unlawful, hateful obscene or offensive, as determined by the Promotion Sponsors in their sole and absolute discretion, and do not include any other identifiable individual other than the individual entrant unless prior express consent is obtained from such individual. The Promotion Sponsors will allow only those entries that meet all of these criteria, as determined in the sole and absolute discretion of the Promotion Sponsor, to be posted.

**4. Data Protection:** You acknowledge that any personal data supplied by you in connection with the Promotion may be used by the Promotion Sponsors (as data controllers) or their agents to conduct and support the Promotion, including the right to inform the winning participant of its winning entry, to distribute the prize, to comply with Section 7 herein and otherwise as may be required by law. You have the right under the applicable law to access, modify, request the deletion of your personal data and exercise other rights in relation to your data as described in our [Privacy Policy](#). Please read our [Privacy Policy](#) for information about the purposes for which

we use your personal data and our lawful basis for processing it, how we disclose, transfer and protect your data, and how to exercise your rights in relation to your personal data.

**5. Selection of Winners:** On or about the fifth (5th) day after the Promotion End Date (the “Selection Date”), the Promotion Sponsors will select the winner from all eligible entries received by the Promotion End Date. The choice of winner selected by Promotion Sponsors is final and binding and not subject to review or appeal. The winner will be notified by direct message on Instagram, then by e-mail using the information provided by the winner within thirty (30) days of the Selection Date (the “Winner’s Notice”).

In the event that either the winner does not accept the Prize within five (5) days of the date of the delivery of the Winner’s Notice, or the Winner’s Notice is not deliverable, the initial Winner is ineligible for the Prize and an alternate winner may be selected. Promotion Sponsors are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify winners. The winner agrees to the use of his/her name, address (by reference only to the state), likeness, and/or prize information by Promotion Sponsors, Four Seasons and any of the Owners for promotional purposes in any medium without additional permission or compensation to the extent permitted by law. Where lawful, the winner may be required to sign and return a Publicity Consent and Liability Release in a form prepared by either Promotion Sponsors, Four Seasons or any of the Owners.

**6. Conditions:** The Promotion Sponsors, Four Seasons, Owners and Instagram, and their respective agents, directors, officers, shareholders, managers, members, partners, lenders, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors,

successors, representatives, advertising, promotion, fulfillment agencies, and legal advisors (the “Released Entities”), are not responsible for, shall not be liable for, and hereby disclaim (to the fullest extent permitted by law), and all entrants for, and the winner of the Promotion agrees for themselves and their heirs, devisees, successors, personal representatives and executors (the “Releaser Entities”) to assume all risks, waive all claims, and defend, indemnify and hold harmless all Released Entries of, all liability and claims for injury, death, expenses, and damages of any kind or nature arising from or relating to: (i) late, lost, stolen, delayed, damaged, misdirected, misaddressed, incomplete, unintelligible or postage-due entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Promotion Sponsors; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of the Prize, or acceptance, possession, or use of the prize, or from participation in the Promotion; or (vi) any printing or typographical errors in any materials associated with the Promotion. The Promotion Sponsors reserve the right, in their sole and absolute discretion, to suspend, modify or cancel the Promotion should any unauthorized human intervention or other causes beyond the Promotion Sponsors’ control, corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In the event that the proper administration of the Promotion is prevented by such causes as contemplated above, the Promotion Sponsors will select the winner from all eligible, non-suspect entries received prior to such occurrence. In the event of a dispute as to the identity of a winner based on an email address, the winning entry will be deemed to be made by the authorized account holder of the

email address affiliated with the Instagram account at the time of entry. “Authorized account holder” is the natural person who is assigned an email address by an internet service provider or other organization responsible for assigning email addresses for the domain associated with the email address in question. By participating in the Promotion, participants, the winner and the Releaser Entities agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Promotion, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Promotion, participation in the Promotion, the Prize, and/or acceptance, possession, use or misuse of the Prize, including but not limited to statutory and common law claims for misappropriation or participant’s right of publicity. This Promotion shall be governed by, construed and enforced in accordance with the laws of the State of Hawaii, regardless of any conflict of laws, principles. Venue of all claims, actions and the like arising out of or relating to this Promotion will be the courts of the Third Circuit, State of Hawaii. By submitting an entry for this Promotion, entrants, the winner and all Releaser Entities irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of the State of Hawaii, and waive any right to a jury trial.

**7. Winners List:** For the name of the winner(s), please send a self-addressed stamped envelope to the Promotion Sponsors within ninety (90) days of the Selection Date.

**8. Promotion Sponsors:**

Four Seasons Resort Hualalai

72-100 Kaupulehu Drive

Kailua-Kona, Hawaii 96740

Attention: Ms. Alli Adams



Four Seasons Resort Maui

3900 Wailea Alanui Drive

Wailea, Hawaii 96753

Attention: Ms. Amanda Uriostegui

Four Seasons Resort Oahu

92-1001 Olani Street

Kapolei, Hawaii 96707

Attention: Ms. Michelle Edwards

**9. Notice:** Promotion Sponsors reserve the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Promotion in violation of these Official Rules and/or criminal and/or civil law.

**10.** Copyright © 2019 Four Seasons Hotels Limited. All rights reserved. Four Seasons Hotels and Resorts and the associated logo and Tree Device are registered trademarks of Four Seasons Hotels Limited and its affiliates. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.