

## HPM Text-to-Win ETS Giveaway Official Rules

February 1, 2024 - March 10, 2024

NO PURCHASE NECESSARY TO ENTER OR WIN.

**Sponsor:** HPM Text-to-Win ETS Giveaway (the “Giveaway”) is sponsored by HPM Building Supply (the “Sponsor”), 16-166 Melekahiwa Street, Kea’au, Hawai’i 96749.

**Eligibility:** The Giveaway is open only to legal Hawai’i Island 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 from February 1, 2024 - March 10, 2024 at 11:59 PM HST. The winner will be selected on March 11, 2024.

**How to Enter:** Participants may enter by texting the keyword “ETS” to (808) 556-8998. By doing so, customers agree to receive SMS text marketing messages and also agree to the [Terms and Conditions](#) and [Privacy Policy](#). Message & Data rates may apply.

**Prize:** A Makita 18V LXT Lithium-Ion Brushless 3-piece Combo Kit ([MFG# XT335S](#)). Valued at \$270.00.

**Giveaway Winner Selection & Verification:** One (1) Winner will be randomly selected from the combined SMS opt-in entries on Monday, March 11, 2024 after 8:00 AM HST. Winners will be contacted via SMS message by (808) 556-8998. The Winner will have 24 hours to confirm receipt of the winning notification. The Winners will need to present photo identification and sign a media waiver upon prize pick up at the designated Hawai’i Island HPM Building Supply location.

**The Winner’s Responsibility:** There are no substitutions, exchanges, or transfers of Prizes by Winners. Winners are responsible for all taxes and fees associated with the prize receipt and/or use. Winner must pick up the Prize within 30 days of initial contact or Sponsor will draw another Winner.

**Publicity:** Except where prohibited, participation in the Giveaway constitutes the entrant’s consent for Sponsor to use the Winner’s name and photo for promotional purposes in any media without further 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, and their 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 United States Hawaii County Court of the Island of Hawaii or the appropriate Hawaii State Court located in Hawaii Island 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.