

Hawaii Give-A-Way Rules

sponsored by The OC Real Estate

17011 Beach Blvd., Huntington Beach Suite #900 Ca 92647

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1/25/2023

NO PURCHASE IS NECESSARY TO ENTER THE GIVE-A-WAY. YOU WILL BE ENTERED TO WIN FOR EVERY WARM INTRODUCTION TO YOUR FAMILY OR FRIENDS THAT MAY BE INTERESTED IN LEARNING ABOUT BUYING OR SELLING A HOME. FOR EVERY INTRODUCTION YOU WILL RECEIVE ONE ENTRY INTO A RANDOM DRAWING THAT TAKES PLACE SOMETIME NEAR THE END OF 2023. ALL FEDERAL, STATE, LOCAL AND MUNICIPAL LAWS AND REGULATIONS APPLY. VOID WHERE PROHIBITED.

1. Eligibility: The Hawaiian Trip Give-A-Way (referred to herein as “Give-A-Way”) open to legal residents of California who sign up via email to info@teametem.com. Entrants must be 18 years of age or older as of their date of entry in this promotion in order to qualify. This giveaway is subject to federal, state, and local laws and regulations and void where prohibited by law. The OC Real Estate’s employees, its subsidiaries, affiliates, suppliers, partners, advertising and promotion agencies, and directors (collectively the “Employees”), as well as members of an Employees’ immediate family and/or those living in the same household of Employees are ineligible to participate in the Give-A-Way.

2. Sponsorship. The sponsor is The OC Real Estate (“Sponsor” or “Team Etem”), located at 17011 Beach Blvd. #900, Huntington Beach Ca 92647. Sponsor will conduct the Give-A-Way substantially as described in these Official Rules.

3. Agreement to Rules: By entering this Give-A-Way, 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 reserve the right to refuse, withdraw, or disqualify any entry at any time at the Sponsor's sole discretion. By entering this Give-A-Way "You" represent and warrant 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 Give-A-Way.

4. Give-A-Way Entry Period: This promotion begins on 2-1-2023 at 12:00 PM, Pacific Time and ends on 12-15-2023 at 12:00 PM, Pacific Time. To be eligible for the Give-A-Way, introductions must take place within the specified 2023 Period.

5. How to be included: Eligible participants can enter the Give-A-Way by introducing a friend or family member who may benefit from utilizing the expertise of Team Etem for their real estate needs. The Give-A-Way is based solely on the introduction. The parties who are introduced are not required to consummate any real estate transactions with or under the advisement of Team Etem. Entry to the Give-A-Way occurs when the "warm" introduction occurs. What is a Warm Introduction? A warm introduction is **an introduction (name, email & phone number) from a known and trusted friend or family member, AND (your name, email & phone number) so that you can be referenced in contact with the friend or family member.** THIS INFORMATION MUST BE EMAILED TO: INFO@TEAMETEM.COM TO BE CONSIDERED. The party introduced to Team Etem has NO OBLIGATION to hire, work with or do any business with Team Etem. This "Give-A-Way" is not tied to any transaction that may or may not occur from the warm introduction.

As a participant, your entry must fully meet all Give-A-Way requirements, as specified in the Rules, for you to be eligible to participate in the random drawing. Introductions or those that do not adhere to the Rules may be disqualified at the Sponsor's sole discretion. For every introduction to a friend or family member, one (1) additional chance for the random drawing will be given to the party who does the introduction.

Fraudulent methods of entry or circumvention of the rules may result in the Sponsor invalidating your entries and removing them from the Give-A-Way drawing at the Sponsor's sole discretion.

6. Prize: There will be one (1) random selected person of the Give-A-Way that will be offered "6 nights, 7 days stay at the Luana Waikiki Unit #506 and 2 round trip economy airfare tickets". Only one recipient will be selected.

The actual Give-A-Way value may differ at the time the Give-A-Way is awarded. The Give-A-Way shall be determined solely by the Sponsor. There shall be no cash or other Give-A-Way substitution permitted except at the Sponsor's discretion. The Give-A-Way is non-transferable, and must be redeemed by December 15th, 2024 or will be forfeited. The Give-A-Way recipient, upon acceptance of the Give-A-Way, is solely responsible for all expenses related to the trip other than the "Airfare & Lodging" that is detailed as the Give-A-Way, including without limitation any and all local, state, and federal taxes. The Give-A-Way recipient shall not transfer assignment of the "Airfare & Lodging" to others nor shall the recipient request the cash equivalent or trip substitution. By accepting the Give-A-Way, the selected participant grants permission for the Sponsor to use their likeness & name for purposes of advertising and trade without further compensation unless prohibited by law.

NOTE: The Give-A-Way recipient must provide the Sponsor with a valid Social Security number or taxpayer-identification number before the Sponsor can issue the Give-A-Way. A Form 1099 will be issued to Give-A-Way recipient.

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

8. Selection and Notification of Give-A-Way recipient: The recipient will be selected by a third-party not associated with sponsor in a random drawing under the supervision of the Sponsor. The Sponsor will notify the Give-A-Way recipient by phone, within ten (10) days following the random drawing. The Sponsor is not responsible for nor shall have liability for Give-A-Way

recipient's failure to receive notices due to technical difficulties. Nor shall Sponsor be liable for the Give-A-Way recipient's provision of incorrect or otherwise non-functioning contact information. At Sponsor's discretion, the award may be forfeited and a new random drawing held. 1) If the Give-A-Way recipient fails to communicate with sponsor 15 days from the time the award notification was given, 2) is found ineligible, or 3) Receipt of the Give-A-Way, by the recipient would violate any and all federal, state, and local laws and regulations. IF THE Give-A-Way recipient VIOLATES ANY OF THESE OFFICIAL RULES, Give-A-Way recipient (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 a warm introduction into this Give-A-Way, You understand and agree that the Sponsor, any individual acting on the Sponsor's behalf, and the licensee's 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 Give-A-Way. Give-A-Way recipient biographical information for news, publicity, advertising, promotional purposes, trade, information, and public relations without any further notice, review, consent, compensation, or remuneration.

10. Terms & Conditions: In its sole discretion, the Sponsor reserves the right to modify, suspend, cancel, or terminate the Give-A-Way should non-authorized human intervention, a bug or virus, injury, fraud, force majeure or other causes beyond the Sponsor's control, impact or corrupt the security, fairness, proper conduct, or administration of the Give-A-Way. The Sponsor, in the event of any of the above issues, may determine the Give-A-Way recipient based on all eligible entries received prior to and/or after (if appropriate) the action taken by the Sponsor. Individuals who tamper with or attempt to tamper with the operation or entry process of the Give-A-Way or website or violates these Rules will be disqualified by the Sponsor in its

sole discretion. In its sole discretion, the Sponsor has the right to maintain the integrity of the Give-A-Way, to void votes for any of the reasons stated in these Rules, including, but not limited to: identify any disallowed entry methods that will result in entries being voided; examples: multiple entries for the same person(s) introduced by the same user or member of the same family; multiple entries from use of bots, macros, scripts, or other technical means for entering. Attempts by any Give-A-Way participant to deliberately damage any website or undermine the legitimate operation of the Give-A-Way may be a violation of criminal and civil laws. If any such attempt is made, the Sponsor reserves the right to seek damages to the fullest extent permitted by law.

11. Limitation of Liability: Your entry into this Give-A-Way constitutes Your agreement to release and hold harmless the Sponsor and its subsidiaries, representatives, affiliates, partners, advertising and promotion agencies, successors, agents, assigns, directors, employees, and officers against and from any and all claims, liability, illness, injury, death, litigation, loss, or damages that may occur, directly or indirectly from participation in the Give-A-Way, and/or the 1) Recipient accepting or taking the trip 2) any type of technical failure; 3) the unavailability or inaccessibility of any transmissions, phone, or Internet service; 4) unauthorized intervention in any part of the entry process or the Promotion; 5) electronic error or human error in the Promotion administration or the processing of entries.

12. Disputes: THIS Give-A-Way IS GOVERNED BY THE LAWS OF THE UNITED STATES AND CALIFORNIA, WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. You agree, as a condition of participating in this promotion, that if any disputes cannot be resolved between You and the Sponsor, and if causes of action arise out of or are connected with this Give-A-Way, they shall be individually resolved exclusively through MEDIATION & ARBITRATION. Under no circumstances in any such dispute shall the participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, consequential damages, or attorney's fees, other than participant's actual

out-of-pocket expenses (i.e. costs associated with entering this Give-A-Way).
The participant waives all rights to have damages multiplied or increased.

13. You will abide by the House Rules of Luana Waikiki:

House Rules

- **Check in** after 4:00 PM
- **Check out** before 11:00 AM
- Maximum overnight guests: 2
- Minimum age to rent: 25
- Children allowed: ages 0-17
- No pets allowed
- No events allowed
- No smoking allowed

14. Any and all questions regarding this Give-A-Way may be submitted to;
INFO@TEAMETEM.COM