

## Free Apron with Purchase Terms and Conditions

**1. ELIGIBILITY:** This Free Apron with Purchase Promotion (the “**Promotion**”), as described in these terms and conditions (the “Promotion Terms and Conditions”), is open only to legal residents of the United States who have reached the age of majority in their state of residence at the time of purchase, except that the Promotion is not open to the employees, agents or representatives of the King’s Hawaiian Bakery West, Inc. (the “**Sponsor**”) (including its respective divisions, subsidiaries, affiliates and advertising or promotional agencies), and suppliers providing gifts or other materials or services in connection with this Promotion (collectively, the “**Promotion Parties**”). This Promotion is also not open to any members of the immediate families of, or persons domiciled with, any of the Promotion Parties. In these Promotion Terms and Conditions, “immediate family” means mother, father, brothers, sisters, sons, daughters and/or legal or common-law spouse. By participating in the Promotion, each participant (i) represents and warrants to the Sponsor (as defined below) that he or she is a legal resident of the United States who has reached the age of majority in his or her state of residence at the time of purchase, (ii) is eligible to participate in the Promotion, and (ii) fully agrees to comply with these Promotion Terms and Conditions.

**2. PROMOTIONAL GIFT:** One (1) King’s Hawaiian Branded Apron (the “**Promotional Gift**”) (Approximate Retail Value \$15). Limit of 1 Promotional Gift per household. Allow 2-4 weeks for delivery.

**3. PROMOTION PERIOD.** The Promotion begins at 12:00 AM Eastern Time (“**ET**”) on May 24, 2019 and ends at 11:59:59 PM Eastern Time (“**ET**”) on June 24, 2019 (the “**Promotion Period**”) or until quantity of Promotional Gifts (1,000 gifts for the duration of the Promotion) is depleted, whichever comes first.

**4. RESTRICTIONS AND AVAILABILITY:** Promotional Gifts are provided on a first come, first served basis while supplies last. The Promotional Gift is not for resale and will not be replaced if lost or stolen. The Promotional Gift is limited to one (1) Gift per household while supplies last.

**5. HOW TO CLAIM FREE PROMOTIONAL GIFT:** At any time during the Promotion Period, go to [www.swag.kingshawaiian.com](http://www.swag.kingshawaiian.com) and click on the “Register” button. Then complete the online registration form and click on the “Submit” Button. A registration confirmation email will be issued. Then upload a unique receipt showing the store name, store address, store telephone number, date of purchase, receipt transaction number and purchase of Participating Product(s) showing the description quantity and price (see product list below) and click on the “Upload Receipt” button, an email will be sent to confirm your submission has been received. You must purchase at least two (2) of the same (or different) Participating Product(s) on the same receipt. Receipts will be processed within 48 hours and will be subject to verification prior to being recorded as a confirmed qualifying product purchase.

### **6. PARTICIPATING PRODUCTS:**

Original Hawaiian Sweet Hamburger Buns 8PK	073435060505
Original Hawaiian Sweet Hot Dog Buns 8PK	073435000129

Original Hawaiian Sweet Rolls 12PK	073435000044
Original Hawaiian Sweet Rolls 18PK	073435070184
Original Hawaiian Sweet Rolls 24PK	073435002307

**7. GENERAL:** The Sponsor is not responsible for typographical or other errors in the offer or administration of this Promotion, including but not limited to errors in advertising materials and in these Promotion Terms and Conditions. Participants consent to the collection of their personal information by Sponsor, and to the use and disclosure of this information for the purpose of administering this Promotion. All personal information collected relating to the issuance of the Promotional Gift will be collected and used in accordance with the terms of Sponsor's privacy policy: [www.kingshawaiian.com/privacy-policy/](http://www.kingshawaiian.com/privacy-policy/). Sponsor reserves the right to contact the participant directly or through its authorized agent to qualify or confirm information provided. Any misrepresentation or fraudulent information submitted including, but not limited to use of fictitious or multiple names or addresses will void the request and may result in civil or criminal action. This Promotion is subject to all applicable federal, provincial and local laws and is void where prohibited by law. Neither the Sponsor nor any of the Promotion Parties is responsible for any inability to access the Promotion or claim a Promotional Gift due to difficulty accessing the Internet, service outage or delays, computer difficulties and other technological problems.

**8. OTHER RULES:** Promotional Gift recipients assume all liability for any injuries or damage caused or claimed to be caused by participation in this Promotion or by the use or misuse of the Promotional Gift. If, in Sponsor's opinion, there is any suspected or actual evidence of fraud, electronic or non-electronic tampering or unauthorized intervention with any portion of this Promotion, or if fraud or technical difficulties of any sort (e.g., computer viruses, bugs) compromise the integrity of the Promotion, Sponsor reserves the right to terminate the Promotion and distribute the Promotional Gifts in its sole discretion. Any attempt to deliberately damage the Sponsor website or undermine the legitimate operation of the Promotion may be in violation of U.S. criminal and civil laws and will result in disqualification from the Promotion. Should such an attempt be made, Sponsor reserves the right to seek remedies and damages (including attorney's fees) to the fullest extent of the law, including pursuing criminal prosecution.

**9. LIMITATION OF LIABILITY:** By participating in this Promotion, participants agree that the Promotion Parties and their respective parent companies, affiliates, subsidiaries, representatives, consultants, contractors, legal counsel, advertising, public relations, promotional, fulfillment and marketing agencies, website providers, Web masters and their respective officers, directors, employees, representatives, designees and agents ("**Released Parties**") are not responsible for lost, late, incomplete, stolen, misdirected, postage due, or undeliverable e-mail notifications or postal mail; or for any computer, telephone, satellite, cable, network, electronic or Internet hardware or software malfunctions, failures, connections or availability; or garbled, corrupt or jumbled transmissions, service provider/Internet/Website/use net accessibility, availability or traffic congestion; or any technical, mechanical, printing, or typographical or other error; or unauthorized human intervention; or the incorrect or inaccurate capture of registration information; or the failure to capture, or loss of, any such information. The Released Parties are not responsible for any incorrect or inaccurate information, whether caused by any Website users, tampering, hacking or by any of the equipment or programming associated with or utilized in the Promotion and assume no responsibility for any error,

omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, technical error, theft or destruction or unauthorized access to the Website or any Promotion-related website(s). The Released Parties are not responsible for any injury or damage, whether personal or property, to participants or to any person's computer related to or resulting from participating in the Promotion and/or accepting or using a Promotional Gift. The Released Parties shall not be responsible or liable for submissions that are submitted by any automated computer, program, mechanism or device, for any submissions in excess of the stated limit or for submissions that are late, forged, lost, misplaced, misdirected, tampered with, incomplete, deleted, damaged, garbled or otherwise not in compliance with the Promotion Terms and Conditions, and all such submissions may, in Sponsor's sole discretion, be disqualified.

If, for any reason, the Promotion is not capable of running as planned, Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Promotion and/or proceed with the Promotion, including the selection of recipients of Promotional Gifts in a manner it deems fair and reasonable. If for any reason, including but not limited to an administrative, printing, production, computer or other error or due to technical difficulties or incorrect announcements of any kind, more Promotional Gifts are claimed than are intended or available to be awarded, the Promotional Gifts will be awarded on the basis of the order in which verified Promotional Gift claims are received.

By participating in the Promotion, each participant agrees: (i) to waive any rights to claim ambiguity with respect to these Promotion Terms and Conditions; (ii) to waive all of his or her rights to bring any claim, action or proceeding against any of the Released Parties in connection with the Promotion; and (iii) to forever and irrevocably agree to release and hold harmless each of the Released Parties from any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, costs and expenses (including, without limitation, reasonable outside attorneys' fees) that may arise in connection with: (a) the Promotion, including but not limited to any Promotion-related activity or element thereof, and participation or inability to participate in the Promotion, (b) the violation of any third-party privacy, personal, publicity or proprietary rights, (c) typographical or printing errors in these Promotion Terms and Conditions or any Promotion materials, (d) acceptance, attendance at, receipt, travel related to, participation in, delivery of, possession, defects in, use, non-use, misuse, inability to use, loss, damage, destruction, negligence or willful misconduct in connection with the use of a Promotional Gift (or any component thereof), (e) any change in the Promotional Gift (or any components thereof) due to unavailability or due to reasons beyond Sponsor's control, including but not limited to by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not such action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened or actual terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot or any other cause beyond any of the Released Parties' control, or as otherwise permitted in these Promotion Terms and Conditions, (f) any interruptions in or postponement, cancellation or modification of the Promotion, (g) human error, (h) incorrect or inaccurate transcription, receipt or transmission of any part of any Promotion submission (including, without limitation, the registration information or any parts thereof), (i) any technical malfunctions or unavailability of the Website or any telephone network, computer system, computer online system, mobile device, computer timing and/or dating mechanism, computer equipment, software, or Internet service provider, or mail service utilized by any of the Released Parties or by an participant, (j) interruption or inability to access the Promotion, the Website or

any other Promotion-related websites or any online service via the Internet due to hardware or software compatibility problems, (k) any damage to participant's (or any third person's) equipment used to access the Promotion and/or its contents related to or resulting from any part of the Promotion, (l) any lost/delayed data transmissions, omissions, interruptions, defects, and/or any other errors or malfunctions, (m) any late, lost, stolen, mutilated, misdirected, delayed, garbled, corrupted, destroyed, incomplete, undeliverable or damaged submissions, (n) any wrongful, negligent, or unauthorized act or omission on the part of any of the Released Parties, (o) lost, late, stolen, misdirected, damaged or destroyed Promotional Gift (or any element thereof), or (p) the negligence or willful misconduct by participant.

WITHOUT LIMITING THE FOREGOING, EVERYTHING REGARDING THIS PROMOTION, INCLUDING THE WEBSITE AND PROMOTIONAL GIFT COMPONENTS, ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSIONS OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSIONS OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY. Check local laws for any restrictions or limitations regarding these limitations or exclusions.

**10. DISPUTES:** This Promotion is governed by, and will be construed in accordance with, the laws of the State of California, and the forum and venue for any dispute shall be in the County of Los Angeles, California. If the controversy or claim is not otherwise resolved through direct discussions or mediation, it shall then be resolved by final and binding arbitration administered by JAMS in accordance with its arbitration rules and procedures or subsequent versions thereof ("**JAMS Rules**"). The JAMS rules for selection of an arbitrator shall be followed, except that the arbitrator shall be experienced and licensed to practice law in California. All proceedings brought pursuant to this paragraph will be conducted in Los Angeles County, California. The remedy for any claim shall be limited to actual damages, and in no event shall any party be entitled to recover punitive, exemplary, consequential or incidental damages or have damages multiplied or otherwise increased, including attorneys' fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief. Participants agree that the rights and obligations of any participant and/or promotion parties and/or any other party shall be resolved individually, without resort to any form of class action. Any demand for arbitration must be filed within one (1) year from the end of the promotion period, or the cause of action shall be forever barred.

BY PARTICIPATING, YOU AGREE THAT YOU HAVE READ AND AGREE TO THESE TERMS AND CONDITIONS.

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