

HAWAIIAN AIRLINES I LoveHAWAII SWEEPSTAKES

Official Rules

1. **General:** NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED OR RESTRICTED BY LAW. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. WINNING ENTRY TO BE RANDOMLY SELECTED FROM ELIGIBLE SUBMISSIONS.

2. **Eligibility:** Subject to the additional restrictions below, the Hawaiian Airlines I LoveHawaii (I Heart Hawaii) Sweepstakes (“**Sweepstakes**”) is open to legal residents of the United States who are 18 years of age or older at the time of entry, unless local law prohibits entry or requires pre-registration or bonding. Employees of Hawaiian Airlines, Inc. (“**Sponsor**”), its parent company, or any of their affiliates, subsidiaries, or advertising or promotional agencies, and the immediate family members of, and any persons domiciled with, any such employees are not eligible to enter or to win. The term “immediate family” includes parents, children, spouses, siblings, and in-laws, whether or not they reside in the same household. Proof of age, identity, and eligibility must be furnished to Sponsor upon request. 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. Winners of any other Sponsor sweepstakes or contests within the past 30 days from this Sweepstakes’ entry deadline are not eligible. Sponsor reserves the right to disqualify any entrant if these Official Rules are not followed.

3. **How to Enter:** The Sweepstakes entry period begins at **12:01 a.m HST on February 14, 2013** and ends at **11:59 p.m. HST on February 28, 2013**, but may be changed in Sponsor’s sole discretion (the “**Entry Period**”). All times in these Official Rules refer to Hawaiian Standard Time/HST. Internet access is necessary in order to enter online. A mail-in entry method is also available as described below. To enter online, you must first log on to [<http://ngx.me/hctkb7vn>] (the “**Sweepstakes Site**”) and follow the registration process by selecting the “I LoveHawaii” app. The purpose of this Sweepstakes is for entrants to enter a photo and caption that is their most romantic image of Hawaii or any photo that best reflects romance. Once you have completed the registration process, follow the online instructions to upload your photo and caption. Photo guidelines (file type, file size, ineligible editing or modification, caption size, etc.) are set forth on the Sweepstakes Site. Specifications for uploading photos are subject to change in the sole and unfettered discretion of Sponsor. As a condition to registration, entrants will be required to click where indicated to signify that they accept and agree to be bound by these Official Rules and any additional requirements of the Sweepstakes Site. There is no limit on the number of submissions made per email address, but entrants cannot submit the same photograph more than once. Duplicate submissions will be void. Entrants must provide a valid e-mail address and legal name in order to upload a photo and caption in order to participate in this Sweepstakes. Entrants may not change or alter their submitted photo and caption once submitted. All dates and times of this Sweepstakes are subject to change in the event of technical issues affecting the Sweepstakes Site or entry process, in Sponsor’s sole discretion.

4. **Submission Guidelines:** By submitting a romantic photo and caption, entrants agree that they shall conform to these Official Rules and that Sponsor, in its sole discretion, may remove any submitted photo and/or caption and disqualify any entrant from the Sweepstakes if Sponsor believes, in its sole discretion, that the submission fails to conform to these Official Rules. Each submitted photo and caption must be an original work. Entrants warrant that their romantic photo and caption are an honest and true effort of their personal creativity and unique artistic vision. The photo or caption cannot have been submitted previously in a promotion of any kind or previously exhibited or displayed publicly through any means. Entrants must be the sole owner of the copyright of any image and caption submitted. An entrant’s submission of a photo and caption, along with the registration form, serve as a guarantee that he or she is the author and copyright holder of the photo and caption submitted. The photo and caption must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity

or intellectual property rights, or that constitutes copyright infringement, and must not contain brand names or trademarks. The submitted photo and caption must not contain material that is inappropriate, sexually explicit, indecent, obscene, disparaging, hateful, tortious, defamatory, slanderous or libelous, or any other inappropriate content or nudity, and must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age. The submitted photo and caption must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where the photo and caption were created. Entries become the sole property of Sponsor and will not be returned. Sponsor is not responsible for entries that are lost, late, misdirected, incomplete, incomprehensible, illegible, damaged, undeliverable or delayed. Sponsor reserves the right to reject, remove or disqualify any photo or caption that infringes another's intellectual property rights, or is lewd, or indecent, that contains expressions of hate, malice, racism, misogyny, or is otherwise distasteful or objectionable in Sponsor's sole discretion. If any photo or caption is deemed (solely by Sponsor or related parties) to be copyrighted, offensive, a studio image, animation/artwork, or of poor image quality, then it will be immediately disqualified. Submissions generated by script, macro or other automated means are void. Entries must not violate any contract or other obligation, such as restrictions on use of the entrant's employer's computer system or endorsement contracts, and must be free of any restrictions on use such as entertainment union restrictions.

As owner of each submitted photo entry, Sponsor may use, reproduce, modify, publish, adapt, distribute, copy, edit, create derivative works from and display any such photo in whole or in part, anywhere in the world, and incorporate it with and/or into other works, in any form, media, or technology now known or later developed, for any purpose whatsoever (whether or not related to this Sweepstakes) and without any compensation, notification, permission or other consideration to entrant, except where prohibited by applicable law. By way of example and not limitation, a submission may be used in press releases, commercials, magazines and other publications owned or utilized by Sponsor without further compensation, notification or other consideration to the entrant.

As a condition to entering this Sweepstakes, each entrant agrees to indemnify Sponsor and its affiliates from and against any and all actions, claims, losses, damages, liabilities and expenses (including reasonable attorneys' fees) arising out of an entrant's submitted photo or caption and use of the Sweepstakes Site, including without limitation any claims alleging facts that if true would constitute a breach by entrant of these Official Rules.

5. Entrant Requirements: Each entrant shall be the natural person (and not a business organization) who is assigned the email address submitted at the time of entry by the Internet access provider, online service provider, internet domain owner, or other person or organization that is responsible for assigning email addresses for the domain associated with the submitted e-mail address. No joint or group entries allowed. Any individual pictured in the submitted photo and caption will not be considered the entrant and releases may be required as described herein. Only the entrant's screen name will appear on the Sweepstakes Site in connection with a submitted photo and caption. Sponsor will not verify receipt of entries. Entrants shall not use the submitted photo for their own commercial purposes or display the photo in any manner that portrays Sponsor, the Sweepstakes, and/or Sponsor's trademarks and logos in a disparaging light. In the event of a dispute as to any entry, the authorized account holder of the email address used to register will be deemed to be the entrant and must comply with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each entrant may be required to show proof of being an authorized account holder

6. Alternative Entry Method: As an alternative method of entry, on a 3"x 5" card you may handwrite: (a) your full legal name, (b) physical mailing address (no P.O. Boxes), (c) daytime telephone number (area code included), and (d) that you are "18 years of age or older," and mail your entry card along with your romantic photo and caption in a sealed envelope with sufficient postage to: Direct Marketing, Attn: I Love Hawaii Sweepstakes, P.O. Box 30008, Honolulu, HI 96820-0008. You may enter as often as you

wish, but limit one mail-in entry per envelope. Mail-in entries must be postmarked by February 28, 2013, and received by March 4, 2013 to be eligible for the drawing.

7. **How to Win:** All appropriate and accepted photo and caption submissions will be posted at the Sweepstakes Site and viewable by the public at large. Entrants will also have the ability to share their entries with their Facebook friends and Twitter followers. Shortly following the expiration of the Entry Period, Sponsor will select a grand prize winner (the “**Grand Prize Winner**”) in a random drawing from among all eligible photo and caption entries received for this Sweepstakes during the Entry Period (both from the Sweepstakes Site and any mail-in entries). Notification to the Grand Prize Winner will be transmitted by e-mail to the registered address provided with the photo submission (or via phone call if a mail-in entry is chosen). The Grand Prize winning photo and caption will also be posted on the Sponsor’s website and may be used in other press releases, commercials, magazines and other publications owned or utilized by Sponsor without further compensation, notification, or other consideration to the entrant. The Grand Prize Winner will be required to sign and return appropriate forms and/or documentation, including an Affidavit of Eligibility, an Assignment of Copyrights, a Liability Release, tax forms, and/or where legally permissible a Publicity Release within seven (7) days following the date of Sponsor’s first attempted notification to entrant of becoming the Grand Prize Winner. Should the photo and/or caption of the Grand Prize Winner include any material or elements that are not owned by the entrant and/or which are subject to the rights of third parties (e.g., brand names or trademarks), and/or the image of persons other than the Grand Prize Winner, the Grand Prize Winner must timely provide a signed written personal release from all such other persons whose property or image appear in the submitted photo authorizing Sponsor’s use of the photo and the images and likenesses as described herein. Photos that include the image of a minor will require a release from the parent or legal guardian of said minor.

Failure to sign (or have signed as the case may be) and return such forms within the requisite timeframe could result in disqualification and the selection of a replacement Grand Prize Winner. The Grand Prize will be delivered to the Grand Prize Winner at the mailing address provided to Sponsor, provided, however, that the Grand Prize will be subject to forfeiture if the Grand Prize Winner has not provided Sponsor with valid address information and all necessary documentation within thirty (30) days following the first notification date (the “**Final Claim Date**”). To claim the Grand Prize, the Grand Prize Winner must provide valid government-issued photo identification, such as a driver’s license or state identification card, satisfactory to Sponsor upon request. Prizes not claimed by the Final Claim Date will be forfeited, and an alternate Grand Prize Winner may be selected from among the remaining entrants, time permitting. Sponsor is not responsible for incomplete, incomprehensible, illegible, or out-of-service contact information. In order to have a guest accompany the Grand Prize Winner on a prize trip, the Grand Prize Winner must provide the name of the guest and the guest’s consent to provide the guest’s name to Sponsor. Sponsor reserves the right to verify that such consent was provided. By accompanying the Grand Prize winner on a prize trip, the guest grants to Sponsor and the released parties (which grant will be confirmed in writing on request of Sponsor), the right and permission, at Sponsor’s option, to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including but not limited to the world wide web, at any time or times, the guest’s name, portrait, picture, voice, likeness, opinions and biographical information for advertising, trade, and promotional purposes without additional consideration, compensation, permission, or notification.

8. **The Grand Prize:** The eligible entrant randomly selected in this Sweepstakes will receive 140,000 HawaiianMiles, which is an amount sufficient to redeem for two economy-class round trip tickets between Hawaiian Airlines serviced destinations located in North America and Hawaii (the “**Grand Prize**”). Approximate retail value of the Grand Prize is \$1,400.00 To claim the Grand Prize, the Grand Prize Winner must be a member of the HawaiianMiles program (becoming a member is free, quick and easy by visiting www.hawaiianairlines.com and you may cancel your account at any time). The Grand Prize will be credited directly to the Grand Prize Winner’s HawaiianMiles account. All HawaiianMiles Program terms and conditions will apply to the Grand Prize award, including without limitation expiration of accumulated HawaiianMiles. Taxes, fees & other restrictions apply to redeemed HawaiianMiles flights. Additional baggage charges may also apply. As a result of HawaiianMiles seats

being limited on each Sponsor's flight, preferred date and flight availability is limited. The Grand Prize Winner must make his or her reservation as early as possible and have alternate travel dates as seats are especially limited during summer months, holiday periods, and/or specific high peak travel periods for specific travel destinations. Confirmed reservations are restricted to specified class of service and DO NOT qualify for additional frequent flyer miles. Failure to follow proper redemption procedures may result in award nullification. Once confirmed, travel date changes or re-routing are subject to penalty fee(s). Other fare and ticketing restrictions apply. Awarded miles will not be extended past date of expiration. Sponsor is not responsible to ticket award holders for any applicable benefits customarily provided to revenue passengers, which may include re-accommodation. In addition, no denied boarding compensation will be offered to complimentary ticket holders. All charges, fees, and costs not specifically included in the Grand Prize description above, including but not limited to personal incidental items, transportation to and from Hawaiian Airlines destination airports, taxes, gratuities, and licenses, are the responsibility of the Grand Prize Winner. No cash redemption or prize substitution allowed by the Grand Prize Winner. Sponsor reserves the right to substitute a prize of equal or greater value for any reason in the sole discretion of Sponsor if the Grand Prize or any component thereof is unavailable for any reason. Except as otherwise described in these Official Rules, the Grand Prize is non-transferable by the Grand Prize Winner. SPONSOR SHALL HAVE NO LIABILITY FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING FROM OR ARISING OUT OF ANY TRAVEL RELATED TO THE GRAND PRIZE OR ANY OTHER ASPECT OF THE GRAND PRIZE WINNER'S OR THEIR GUEST'S ACCEPTANCE OR USE OF THE GRAND PRIZE.

9. Releases: By entering the Sweepstakes, entrants release the Sponsor, Facebook, Twitter, and their affiliates, subsidiaries, and advertising and promotional agencies, and the officers, directors, employees, agents and representatives of each from any liability whatsoever for any claims, costs, injuries, losses or damages of any kind arising out of or in connection with this Sweepstakes or with the acceptance, possession or use of any prize or any travel, merchandise, or other goods or services awarded (including, without limitation, claims, costs, injuries, losses or damages related to personal injury, damage to, loss or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light). Except where prohibited by law, entry in the Sweepstakes constitutes each entrant's consent to use, publish, reproduce and for all purposes, including publicity, promotion and advertising, in any media (including without limitation, the Internet, television, radio, or offline promotions), each entrant's photo submission including the likeness of the individuals in any submitted photo, and with respect to the Grand Prize Winner, also his or her name, city, photograph, likeness, biographical material, voice, image, each in distorted, composite, or other form and in perpetuity without further compensation, credit or right of review or approval.

10. Odds: Odds of winning the Grand Prize depend on the number of eligible entries received. An entrant's chances of winning will increase based on the number of accepted and published photos and captions that are submitted to Sponsor.

11. Terms and Conditions; Limitation of Liability: Entrants are responsible for complying with all applicable federal, state, and local laws and regulations and with these Official Rules, and by entering, participants agree that they have read, understood and shall be bound by these Official Rules. Any security breach or other attempt by an entrant or other party to tamper with the proper administration of the Sweepstakes will disqualify the entrant and may result in legal action against the entrant or other party and may result in the discontinuation, suspension, or cancellation of the Sweepstakes. ENTRANTS AND THE GRAND PRIZE WINNER AGREE, EXCEPT WHERE PROHIBITED BY LAW, TO RELEASE AND DISCHARGE, HOLD HARMLESS AND INDEMNIFY THE SPONSOR, ITS OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, THEIR SUCCESSORS AND ASSIGNS, AND ALL OTHERS ASSOCIATED WITH THE DEVELOPMENT AND EXECUTION OF THIS SWEEPSTAKES, FROM ANY AND ALL TAX LIABILITY THAT MAY BE IMPOSED OR ASSOCIATED WITH RECEIPT OR USE OF ANY PRIZE, AND FROM AND AGAINST ANY AND ALL CLAIMS, ACTIONS, PROCEEDINGS, AND LIABILITY FOR ANY DAMAGES, EXPENSES,

FEES, INJURY OR LOSSES (INCLUDING PERSONAL INJURY OR DEATH) SUSTAINED IN CONNECTION WITH THE RECEIPT, OWNERSHIP, OR USE OF A PRIZE OR WHILE TRAVELING TO, PREPARING FOR, OR PARTICIPATING IN ANY SWEEPSTAKES-RELATED OR PRIZE-RELATED ACTIVITY. Sponsor is not responsible for any printing, typographical, mechanical or other error in the publishing of the entry photos, the printing of any Sweepstakes offer or advertisement, the administration of the Sweepstakes, or in the announcement of the Grand Prize Winner. Sponsor retains the discretion to make all decisions regarding the interpretation and application of these Official Rules, including any ambiguities. All decisions of Sponsor are final and discretionary. In the event a selected Grand Prize Winner is ineligible or refuses the Grand Prize, the Grand Prize will be forfeited and Sponsor, in its sole discretion, may select an alternate Grand Prize Winner from remaining entrants or may elect not to award such Grand Prize to an alternate winner, where permitted. The Grand Prize Winner must provide to Sponsor his or her Social Security Number for tax purposes. The Grand Prize may be considered income, and any and all taxes associated with the Grand Prize are the responsibility of the recipient Grand Prize Winner.

12. Disclaimer/Internet/Warranties: If for any reason, the Sweepstakes is not capable of running as planned for any reason, including infection by computer virus, bugs, tampering, and unauthorized intervention, fraud, technical failures, acts of God, war, terrorism, government regulation, disaster, fire, strikes, civil disorder, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity of the Sweepstakes, the Sponsor reserves the right in its discretion to disqualify any individual it believes has tampered with the entry process, and/or cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to randomly select the Grand Prize Winner from eligible entries received as of the end of the Entry Period. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair participation practices or intending to abuse, threaten or harass other entrants. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the Sweepstakes is a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law. Sponsor (i) assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alternation of, entries; (ii) is not responsible for any problems or technical malfunction of any telephone or Internet network or lines, computer on-line systems, servers, or service provider, computer equipment, hardware, software, failure of any entry information to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any website, and (iii) assumes no responsibility for any combination of the aforementioned events, including without limitation responsibility for any injury or damage to the participant's or any other person's computer related to or resulting from participation in, or downloading or uploading any materials relating to, this Sweepstakes. SPONSOR MAKES NO WARRANTY, GUARANTEE, OR REPRESENTATION OF ANY KIND CONCERNING ANY PRIZE, AND SPONSOR SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY, WARRANTY OF FITNESS, FREEDOM FROM INFRINGEMENT, AND ANY OTHER IMPLIED WARRANTY.

13. Arbitration/Choice of Law: Except where prohibited, entrants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved, in Honolulu, Hawaii, exclusively by arbitration pursuant to the Rules of the American Arbitration Association then effective, and any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred by entrant with regard to his or her damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and sponsors in connection with the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Hawaii, without giving effect to any choice of law or conflict of law rules or provisions (whether of Hawaii or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than Hawaii. Following arbitration, the courts of Hawaii in the City and County of Honolulu and the United States District Court for the District of Hawaii, and no

other courts, shall have exclusive jurisdiction over and shall be the exclusive forum for any dispute relating to these Official Rules and/or this Sweepstakes. All participants and winners agree, by their participation in the Sweepstakes, to submit to the personal jurisdiction of the courts of Hawaii located in the City and County of Honolulu. The invalidity or unenforceability of any provision of these Official Rules shall not affect the invalidity or unenforceability of any other provision so long as the general intent of these Official Rules remains in effect. In the event that any such provision is determined to be invalid or otherwise unenforceable, these Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein.

14. Official Rules and List of Winners: For a copy of these Official Rules or the name of the Grand Prize Winner (available within approximately 60 days following the Entry Period), visit [<http://ngx.me/hctkb7vn>] or send a request and self-addressed stamped envelope to: "Official Rules Request" or "Winner List Request" (as applicable), Direct Marketing, Attn: I Love Hawaii Sweepstakes, P.O. Box 30008, Honolulu, HI 96820-0008.

15. Personal Information. Any personal information collected from an entrant is subject to Sponsor's privacy policy at <http://www.hawaiianair.com/AboutUs/Privacy/>. Except for the Grand Prize Winner and their guests, only an entrant's screen name will appear on the Sweepstakes Site.

16. Sponsor. The Sweepstakes is sponsored by Hawaiian Airlines, Inc., whose decisions regarding the publishing of photo and caption submissions, the selection of the Grand Prize Winner, and all other aspects of the Sweepstakes will be final and binding in all respects.