

## **“Anything but I’a” Poke Contest.**

- 1. Eligibility:** This Contest is open to residents living on Maui Nui (Maui, Molokai, Lanai), Hawaii, who are 18 years of age or older at time of entry. This Contest is sponsored by Maui Visitors Convention Bureau (“Sponsor”), Maui Ocean Center, officers and directors of Sponsor and its parent companies, affiliates, subsidiary companies, judging agents and promotion partners, and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate. Contests are void where prohibited by law or otherwise regulated.
- 2. How To Enter:** Contest begins at 12:01 am Hawaii Standard Time on February 07, 2025 and ends at 11:59 pm Eastern Time on March 07, 2025 (the “Deadline Date”). All entries must be received by 11:59 pm Hawaii Standard Time on the Deadline Date. To enter visit [www.mauitourism.org](http://www.mauitourism.org) and follow the instructions. All entries must include your full name, address, city, state, zip/postal code, telephone number and email address (if you have one). Proof of Maui Nui residency required. Examples are, Hawaii State ID, Hawaii State Driver’s License, Pay Stub or Utility bill reflect Full name and place of residence in Maui Nui. Entries submitted in geographic areas in which the entry is not permissible will be disqualified. If entries do not contain all necessary information, entry will be disqualified. Please be certain to follow all directions. Eligible persons can enter as many original recipes in this Contest as they wish. Sponsor is the official timekeeper for this Contest. In the event the Contest is entered via a mobile device, Message and Data charges may apply. **All recipes must be the original work of entrant and not previously published. You may use other recipes for inspiration, but you must make your own unique ingredient and cooking instruction changes for the recipe to be considered.** Each submitted recipe must not infringe the copyright, trademark, privacy, publicity or other intellectual property rights of any person or entity. All entries become the physical property of Sponsor and will not be returned. By submitting a recipe for this Contest, you grant Sponsor, its parent company, subsidiaries, affiliates, partners and licensees unrestricted use of the submitted entry which includes the right to publish your recipe and any other information provided worldwide in all print and electronic media (now or hereafter existing) without time limitation, and the right to include your name and hometown (e.g., city and state) in connection therewith. Sponsor reserves the right to edit, modify, translate, reproduce and distribute

the submitted material in any medium and in any manner as it deems appropriate. Sponsor tests selected recipes and reserves the right to alter them as it deems appropriate. By submitting a recipe for this Contest, you further agree that Sponsor may, in its discretion, select your recipe for entry in one or more future “best of”, roundup or similar recipe contests conducted by Sponsor, in which event you consent to such entry and agree to be bound by the applicable rules for such contest(s). The sponsor may contact you via phone or email regarding your submission.

3. **Judging:** The winner of the Contest will be determined by judging all qualifying entrants’ submissions based on the following criteria:

- **Taste: 35%**
  - Does this recipe taste great with every bite? Does it have mass appeal? Would you want to make this recipe over and over again based on taste alone? Does it contain interesting, yet gratifying flavor combinations?
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- **Creativity: 35%**
  - Is the recipe your original idea? Is the recipe reflective of unique twists to ingredient usage? Have you incorporated your personal touch to this recipe?
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- **Appeal Factor: 30%**
  - Does your recipe appeal to fellow home cooks everywhere? Does the recipe have easy-to-find everyday ingredients and is it easy to make? Does the recipe have a story that will inspire many others to make it?
  - Is the cost of the recipe affordable for average person.

All entries will be judged using the criteria stated above. In the event of a tie, the highest scoring entry in the Creativity category will be the winner. All judging will be accomplished by a panel of selected judges. Decision of the judges is final and binding on all matters relating to this Contest.

4. **Winners and Prizes:** A total of 5 finalist winners will be selected by a panel of food and beverage department of Maui Ocean Center. The 5 finalists will have their recipes prepared by Chef Henry of Seascope for the judges to sample and determine a winner. The overall winner will be selected by Maui Ocean Center employee and Maui Visitors Bureau, and from our sponsors.

The Overall top winner's recipe will be featured and showcased at Seascape Restaurant in the month of May 2025. The Overall Winner will be announced and honored on Saturday, April 26, 2025, at Maui Ocean Center's Earth Night. The winner will receive an annual family pass (2 adults / 2 keiki) and our Hanapa'a lunch for 4.

The top winner will receive a Round Trip for 2 to Las Vegas sponsored by Vacations Hawaii, Maui Ocean Center and Maui Visitors Bureau. Grand prize includes: Round Trip for 2 to and from Maui, A Select Boyd Property (Vacations Hawaii Choice – 4 nights /3 meals per day).

Four (4) runners-up will win four (4) one day passes to Maui Ocean Center. Each winner agrees that the publishing rights granted above will be exclusive to Maui Visitors Bureau and Maui Ocean Center, its parent company, subsidiaries, affiliates, partners and licensees for use in any magazine and/or cookbook in any media (now or hereafter existing) for a period of one year after the date a prize is awarded; following such period, such publishing rights shall continue on a non-exclusive basis. Each prize is not transferable and cannot be substituted or assigned by the winner, unless prohibited by law. The sponsor reserves the right to substitute a similar prize of equal or greater value in the event that the stated prize cannot be awarded for any reason. All taxes, if any, are the winners' responsibility. Sponsor will not be responsible for any loss, liability or damage arising out of the winners' acceptance or use of the prize(s). All prizes are guaranteed to be awarded, assuming a sufficient number of qualifying entries is received and meet the minimum judging criteria.

5. **Selection of Finalists/Winner: Finalists** will be determined and notified on or about April 1<sup>st</sup>, 2025, by phone and/or email. All five finalists are encouraged to attend Maui Ocean Center's Earth Night on April 26, 2025 to be present for the announcement of the winner. Return of prize or prize notification as undeliverable will result in disqualification and an alternate winner may be selected. Entry and/or acceptance of prize(s) constitutes permission for the Sponsor and its agencies (if any) to use the winner's name, hometown (e.g., city and state) and/or likeness for advertising and trade purposes without further compensation or authorization, worldwide and in perpetuity, in any and all forms of media, now known and hereafter devised, unless prohibited by law.

6. **Conditions:** By entering, participants agree to be bound by these complete rules as stated above. Sponsor is not liable for any malfunctions or failures of any telephone network or lines, computer internet system, servers or providers, computer equipment, software, failure of any email on account of technical problems or traffic congestion on the internet or at any website, or any combination thereof, including any injury or damage to participant's or any other person's computer, mobile or any other device and/or its contents related to or resulting from participation or downloading/uploading any materials relating to this Contest, or other technical difficulties or failures or other errors of any kind. Sponsor reserves the right to terminate or modify the Contest at any time for any reason. In such circumstances, all winners will be selected based on entries received to date of termination. Sponsor also reserves the right to modify this Contest in the event an insufficient number of entries are received and/or an insufficient number of entries meet the minimum judging criteria. In the event that two similar entries are received, only the entry judged to best meet criteria as set by Sponsor will be included in the final judging. Entrants agree to indemnify Sponsor, its affiliated and subsidiary companies, from and against any and all claims and liabilities arising out of or in connection with this Contest. In the event of any dispute regarding the identity of an entrant who submitted an online entry, the authorized account holder of the email address used for the entry at the time of entry will be deemed the entrant. "Authorized account holder" is defined as the natural person who is assigned to an email address by an internet access provider, online service provider, or other organization (e.g. business, educational institute) that is responsible for assigning email addresses for the domain associated with the submitted email address. Any potential winner may be requested to provide Sponsor with proof that such a winner is the authorized account holder of the email address associated with the winning entry. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the operation of the website or the entry process.
7. **No Recourse to Judicial or Other Procedures/Severability:** To the extent permitted by law, the rights to litigate, to seek injunctive relief or to make any other recourse to judicial or any other procedure in case of disputes or claims resulting from or in connection with this Contest are hereby excluded, and any

entrant expressly waives any and all such rights. In the event that a court of competent jurisdiction finds the foregoing waiver unenforceable, entrants hereby consent to the jurisdiction and venue residing exclusively within the federal or state courts sitting in Maui County in the State of Hawaii, U.S.A. and agree that any and all disputes, claims, and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action. Entrants agree that these Official Rules are governed by the laws of the State of Hawaii, U.S.A., without reference to principles of conflicts of law. If any provision(s) of these Official Rules are held to be invalid or unenforceable, all remaining provisions hereof will remain in full force and effect.