

Official Rules for the 2022-2023 First Hawaiian Bank Bill Pay To Win Campaign

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT WILL NOT IMPROVE YOUR CHANCES OF WINNING. All Entries (as defined below) submitted by eligible entrants, whether submitted via FHB.com, the FHB Mobile Banking app (“FHB Mobile App”) or by mail in accordance with the requirements specified in the “How to Enter” section below, have an equal chance of winning.

Eligibility: The 2022-2023 First Hawaiian Bank Bill Pay to Win Campaign (“Sweepstakes”) is only open to legal permanent residents of the State of Hawaii and Guam who are 18 years of age or older prior to November 7, 2022, except employees and their immediate families (spouses, parents, children, and siblings and their respective spouses) and those living in the same household of employees of First Hawaiian Bank (“FHB”) (“Sponsor”) or any of its parent companies, affiliates, distributors, subsidiaries, advertising/promotion agencies or successors and assigns (“Affiliates”). Sponsor, and Affiliates are collectively referred to herein as “Released Parties.” This Sweepstakes is subject to the terms and conditions herein and all applicable federal, state, and local laws and regulations. Void outside of Hawaii, Guam and where prohibited by law.

Promotion Period: The Sweepstakes begins at 8:00:01AM Hawaii-Aleutian Standard Time (“HST”) on November 7, 2022 and ends at 11:59:59PM HST on February 7, 2023 (“Promotion Period”).

How to Enter: Eligible entrants may enter by submitting an entry (“Entry”) in one or more of the following three (3) methods of submission during the Promotion Period:

1) **FHB Online Banking Bill Pay and External Transfers Transactions:** FHB will post the Sweepstakes on FHB.com upon commencement of the Promotion Period. For each of these activities that you successfully perform via FHB.com during the Promotion Period, you will receive one (1) Entry:

- 1) Add and pay a new payee \$10 or more
- 2) Activate a new eBill
- 3) Setup a new recurring or AutoPay payment
- 4) Add and complete an inbound transfer from a new external account

Any Entry(ies) successfully submitted using these methods via FHB.com will be included in the drawing that will be held at the end of the Promotion Period. There is no limit on the number of Entries that can be submitted via this method.

2) **FHB Mobile App:** FHB will post a Sweepstakes banner in the FHB Mobile App upon commencement of the Promotion Period. For each of these activities that you successfully perform via the FHB Mobile App during the Promotion Period, you will receive one (1) Entry:

- 1) Add and pay a new payee \$10 or more
- 2) Activate a new eBill
- 3) Setup a new recurring or AutoPay payment
- 4) Add and complete an inbound transfer from a new external account

Any Entry(ies) successfully submitted using these methods via the FHB Mobile App will be included in the drawing that will be held at the end of the Promotion Period. There is no limit on the number of Entries that can be submitted via this method.

3) **Entry by Mail:** To enter by mail, submit a handwritten 3"x5" card with your full name, complete mailing address, telephone number, and email address (if available) and mail it in a sealed, stamped #10 envelope addressed to: 2022-2023 First Hawaiian Bank Bill Pay to Win, Attn: First Hawaiian Bank – Marketing Communications Division, P.O. Box 3200, Honolulu, HI 96847. Enter as often as you wish by mail, but each Entry must be mailed separately and received before the end of the Promotion Period to be included in the drawing that will be held at the end of the Promotion Period. No photocopied, computer generated facsimiles, mechanically reproduced, or mass entries permitted.

Prize Winner Selection and Prize Notification: Four (4) winners (each a “Prize Winner” and collectively, the “Prize Winners”) will be selected in two (2) random drawings that will be held during the Promotion Period. At each drawing, eligible Entries obtained by any of the three (3) Entry methods described above will be pooled, and the four (4) Prize Winners will be selected at random. The drawings will be held on December 16, 2022 and February 7, 2023. Eligible Entries received by 11:59:59 PM HST on December 15, 2022 will be included in the drawing held on December 16, 2022. All eligible Entries collected during the entire Promotion Period, which are received by 11:59:59 PM HST on

February 6, 2023 (excluding the two (2) winners that were drawn on December, 16 2022), will be included in the February 7, 2023 drawing. Odds of winning will depend on the total number of eligible Entries received during the Promotion Period. Prize Winners will be notified by telephone, email, and/or mail. Each Prize Winner is limited to one (1) Prize (as defined below) per person.

Prize Description: There will be a total of four (4) prizes (each a "Prize" and collectively, the "Prizes") of \$2,500, which will be issued as a statement credit to the Prize Winner's checking account enrolled for Bill Pay. Each Prize Winner must satisfy the eligibility requirements specified in these Official Rules and notify FHB of Prize acceptance in the manner specified below. Each Prize Winner must comply with any and all laws, rules and regulations applicable to this Sweepstakes and the Prizes awarded pursuant to these Official Rules. Prizes may not be assigned or transferred. Any such assignment or transfer may result in disqualification and forfeiture of the Prize. Sponsor reserves the right to substitute another prize of equal or greater value for any reason in the sole discretion of Sponsor. Released Parties will not be responsible for any acts of God, acts of terrorism, civil disturbances, work stoppage, pandemic, epidemic or other public health crisis, including any government-imposed quarantines, restrictions or measures responding to the outbreak of infectious disease; utility or telecommunication failures or any other natural disaster outside their control that may cause any Prize substitution. Each Prize Winner is solely responsible for any and all applicable income, federal, state and local taxes as well as any other costs and any other expenses (whether or not specified herein) that are associated with Prize acceptance and redemption, including without limitation any shipping and/or delivery fees, installation or activation fees, and any other miscellaneous expenses.

Prize Winner's Name Request. To obtain the names of the Prize Winners, send a self-addressed stamped envelope to: 2022-2023 First Hawaiian Bank Bill Pay to Win, Attn: First Hawaiian Bank – Marketing Communications Division, P.O. Box 3200, Honolulu, HI 96847. The list of names of the Prize Winners will be sent after all Prize Winners have been verified and all Prizes have been awarded.

No Responsibility. Released Parties are not responsible for late, lost, stolen, incomplete, damaged, illegible, or otherwise defective or miscommunicated Entries, regardless of the reason therefor, or for any system malfunction, interruption, or human error that may interfere with the logging of Entries or otherwise impact the administration of the Sweepstakes. Use of robotic, automated, programmed, or similar online Entry methods is strictly prohibited and will result in immediate disqualification from this Sweepstakes. Sponsor has sole and absolute discretion to determine eligibility of Entries and hereby reserves the right to void any and all Entries of an entrant who Sponsor believes has attempted to tamper with or impair the administration, security, fairness or proper play of this Sweepstakes.

Consent. Submission of an Entry constitutes your consent to participate in this Sweepstakes and consent for Sponsor to obtain, use, and transfer your name, Instagram and/or Facebook username, phone number, email and mailing addresses and other details for Sweepstakes administration purposes. By entering, entrants agree to allow Sponsor to review and use account or other contact information as it relates to this Sweepstakes, and to be bound by these Official Rules and to the decisions of the Sponsor which will be final and binding in all respects. Sponsor may elect to send email marketing communications to any entrants or other email recipients in its database in connection with this Sweepstakes. You can, at any time and free of charge, choose not to receive any of those email communications by clicking on the unsubscribe link within the e-mail. Opting out of receiving email communications from Sponsor will not preclude the entrant from winning.

Privacy. Information collected from entrants will be subject to Sponsor's privacy policy, which can be found online at <https://www.fhb.com/en/privacy-policy>.

Miscellaneous: Each Prize Winner is required to notify Sponsor of its Prize acceptance by returning an executed Liability Release, Publicity Release, and other documents Sponsor may require within seven (7) calendar days of Sponsor's notification or other time period determined by Sponsor in its sole discretion. Noncompliance with any of the foregoing or with these Official Rules, any Prize notification being returned as non-deliverable, or Sponsor's inability to contact a potential winner within a reasonable time period may result in disqualification and, at Sponsor's sole discretion and time permitting, an alternate winner being selected. Sponsor reserves the right to modify the notification procedures in connection with the selection of an alternate winner, if any. Should a potential winner decline his/her Prize for any reason whatsoever or not respond to the Prize notification by the applicable response deadline, Sponsor shall have no further obligation to that potential winner and an alternate winner will be selected from among all remaining eligible Sweepstakes Entries. The Released Parties are not responsible for electronic communications that are undeliverable as a result of any form of active or passive filtering of any kind, or insufficient space in entrant's email account to receive email messages. By participating, entrants agree to be bound by these Official Rules and agree that: 1) Released Parties and their designees and assigns shall have the right and permission to use (unless prohibited by law) their name, voice, city/state of residence, biographical information, photograph, and/or likeness for advertising and/or trade and/or any other purpose in any media or format, online or offline, now or hereafter known without further compensation, permission, or notification; 2) Released Parties and their designees and assigns and all of their respective officers,

directors, employees, shareholders, representatives and agents shall have no liability; and 3) entrant will defend, indemnify and hold harmless the Released Parties from and against any and all liability, loss, injury or death to entrant or any other person or entity, and damage of any kind, including, without limitation, damage to personal or real property, personal injuries, death and bodily injury, arising out of or resulting from, in whole or in part, directly or indirectly, by reason of the acceptance, possession, use or misuse of any Prize awarded in connection with this Sweepstakes (including any Prize activity(ies) related thereto) or participation in this Sweepstakes or from any social media interactions or downloading activity in connection with this Sweepstakes. Sponsor reserves the right, in its sole discretion, to modify, suspend and/or terminate this Sweepstakes (in whole or in part) in the event of any act, occurrence, or reason that it believes would corrupt the integrity, administration, or fairness of the Sweepstakes. Except where prohibited, entrant agrees that any and all disputes, claims and causes of action arising out of, or connected with, the Sweepstakes or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the appropriate court located in the state of Hawaii. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights and obligations, or the rights and obligations of the Sponsor 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. 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, including attorney's fees or other such related costs of bringing a claim, or to rescind this agreement or seek injunctive or any other equitable relief.

Sponsor: First Hawaiian Bank, 999 Bishop Street, Honolulu, HI 96813

NO WARRANTIES. ANY PRIZE YOU MAY WIN IS AWARDED ON AN "AS IS" BASIS AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). THE RELEASED PARTIES DO NOT MAKE ANY REPRESENTATION, WARRANTY OR GUARANTEE, EXPRESS OR IMPLIED, RELATING TO THE SWEEPSTAKES OR THE PRIZE. THE RELEASED PARTIES EXPRESSLY DISCLAIM ALL IMPLIED WARRANTIES (INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE). WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, ENTRANTS AGREE THAT THE RELEASED PARTIES: (A) MAINTAIN NO CONTROL OVER THE PERSONNEL, EQUIPMENT OR OPERATION OF ANY MANUFACTURER OR OTHER PERSON OR ENTITY PRODUCING THE PRIZES ("SUPPLIERS") AWARDED IN CONNECTION WITH THIS SWEEPSTAKES; AND (B) WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY INJURY, DAMAGE, LOSS, EXPENSE, ACCIDENT, DELAY, INCONVENIENCE OR OTHER IRREGULARITY THAT MAY BE CAUSED OR CONTRIBUTED TO: (I) BY THE WRONGFUL, NEGLIGENT OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF THE SUPPLIERS OR ANY OF THEIR AGENTS, SERVANTS, EMPLOYEES OR INDEPENDENT CONTRACTORS; (II) BY ANY DEFECT IN OR FAILURE OF ANY EQUIPMENT, INSTRUMENTALITY, SERVICE OR PRODUCT THAT IS OWNED, OPERATED, FURNISHED OR OTHERWISE USED BY ANY OF THOSE SUPPLIERS; (III) BY THE WRONGFUL, NEGLIGENT OR UNAUTHORIZED ACT OR OMISSION ON THE PART OF ANY OTHER PERSON OR ENTITY NOT AN EMPLOYEE OF THE RELEASED PARTIES; OR (IV) BY ANY CAUSE, CONDITION OR EVENT WHATSOEVER BEYOND THE CONTROL OF THE RELEASED PARTIES.

NO WAIVER. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

The invalidity or unenforceability of any provision of these Official Rules will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Entrants agree to waive any rights to claim ambiguity of these Official Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control, and the discrepancy will be resolved in Sponsor's sole and absolute discretion.

Rules effective as of November 7, 2022