

**RULES**  
**“KAUAI POKE FEST WITH SAM CHOY & FRIENDS”**

**WHEREAS**

- In the company of its legal representative Koloa Landing Resort, with registered office at 2641 Poipu Road, Koloa, HI 96756 and Poipu Beach Villas, LLC is the Kauai Poke Fest Organizer, hereinafter "Organizer";
- The Organizer is the creator of the "Kauai Poke Fest" program and the exclusive owner of the serial marks including the distinctive and characterizing "Kauai Poke Fest" and "Kauai Poke Fest with Sam Choy & Friends" elements and all rights related to their use and commercial exploitation;
- "Kauai Poke Fest" has established itself as an event that brings together the leading companies in the field of poke and the best poke artisans, with the aim of promoting the excellence of quality poke;
- The objective of "Kauai Poke Fest" is to promote and make aware the general public and the media regarding the world of poke, through the dissemination and promotion of the art of quality poke;
- The award of the "Kauai Poke Fest" overall winner consists of a trophy and grand prize that the Organizer will give to those who achieve a particularly high score in the ranking, according to the criteria specified below.

**NOW, THEREFORE**

**1. ENTRY REQUIREMENTS**

Considering the high level of visibility, the promotional value and the consequent commercial opportunities that "Kauai Poke Fest" offers to the participating poke chefs, each entrant is required to fill out the registration form at [kauaipokefest.com/register](http://kauaipokefest.com/register) as well as sign this “Kauai Poke Fest” rules document;

**2. METHOD OF ADMISSION**

Each poke artisan who meets the requirements as so determined by the Organizer will be automatically included by the Organizer in the "Kauai Poke Fest";

"Kauai Poke Fest" events or affiliated events, and will become part of the ranking with the signing of these rules;

### **3. RANKING**

The overall score of each poke artisan listed in the "Kauai Poke Fest" depends on five factors (listed below) with a maximum of 30 points allowed.

#### **3.1. Criteria and scores**

The points system is is judged by the following categories;

- - Technique: max of 5 points
- - Creativity: max of 5 points
- - Presentation: max of 5 points
- - Execution: max of 5 points
- - Taste: max of 10 points

The Organizer reserves the right to change the methods and criteria specified at its own discretion and at any time, by simply informing the poke artisans.

### **4. PROMOTION, VISIBILITY, IMAGE RIGHTS AND ECONOMIC USE**

**4.1** All poke artisans in the "Kauai Poke Fest" will have the opportunity to increase their visibility and awareness of the public through:

- Their inclusion with photo and description in the communication materials such as official web site, press pack, press articles, social media.
- Dissemination of your name and business to the mass media;

**4.2** The information provided by poke artisans regarding biographies, photographs, list of the ingredients and allergens are collected by the Organizer who will be free to publish and economically exploit them before, during and after the publication of the annual standings. In light of the benefits in terms of publicity and notoriety stemming from their participation in the "Kauai Poke Fest", the poke artisans irrevocably and exclusively cede to the Organizer or its assignees the right to record or have recorded in any manner whatsoever their during the public moments they are invited to or in which they were involved by the Organizer, including image, voice, name, statements as well as any written and/or artistic contributions, amateur or not, and all the associated economic rights. Each participant represents and warrants to be the exclusive owner of every right, title and interest (including family members or assistants involved) of (i) his/her image, signature, voice and portrayal, life story and biographical information, (ii) copyright, image and communication relating to his/her name, nickname or pseudonym, image, portrayal, voice, signature, photograph and other elements or attributes of his/her person,

identity or personality (jointly, the "Property".) Each participant hereby grants the Organizer the right to use (and authorize others to use) the Property in conjunction with and under the same conditions as the License referred to in the following art. 5.

By way of example, in the following media: social media, television, radio, newspapers, magazines, cinema, internet, fixed and mobile telephony etc. Let it be expressly clear that the Organizer or its assignees is under no obligation to effectively use the foregoing, and their total or partial lack of use will not give rise to any right or claim of the poke artisan.

**4.3** By participating in the "Kauai Poke Fest", the poke artisans will gain notoriety, fame and commercial opportunities. Consequently, the Organizer and its assignees reserve the right to request, free of charge, participation and performance of work for events and advertising campaigns of its own and/or for its sponsors and partners, as decided at the sole discretion of the Organizer itself. By way of example, including but not limited to: cooking shows, TV shows, courses, meetings, participation in trade fairs, workshops, press campaigns. This provision is valid for the entire period that the poke artisan is included in the ranking.

**4.4** Where, for poke artisans with one or more crowns, there are companies, organizations or governments interested in hiring him for promotional activities, events, advertising campaigns, and any other kind of activity related to his professional activity in the poke and culinary sector, the Organizer or its assignees reserves the exclusive right to assess, manage and define any commercial agreements with these entities. This provision is valid for the entire period that the winning poke artisan is included in the ranking.

## **5. PROPERTY RIGHTS RELATED TO POKE FESTIVAL**

The poke artisan has the right to use and exploit the inclusion of his/her name and image with his/her position in the ranking and/or the achievement of the title of "Kauai Poke Fest winner" to promote himself/herself and his/her business exclusively through the Organizer and through the purchase of comprehensive packages of products and services made available by the Organizer, using the titles, press releases, content, prizes, all promotional information, including official merchandise produced exclusively by the Organizer. The Organizer remains the owner of all property rights and the poke artisan is prohibited from exploiting or reproducing the trademark and/or variations of the symbols of "Kauai Poke Fest", no license or right of use having been granted without the written consent of the Organizer. The poke artisan cannot advertise other commercial businesses different from his/her own.

## **6. CONFIDENTIALITY AND INTELLECTUAL PROPERTY**

The poke artisan agrees to keep confidential and private information concerning the other party or the services provided. The poke artisan assumes, for himself/herself and for

his/her assistants and collaborators involved, a specific legally binding obligation not to use in any way and under any form, without prejudice to the provisions expressly authorized in this regulation, not even through a third party, the news, brands and know-how related to "Kauai Poke Fest" and to not register or use the distinctive signs of Kauai Poke Fest, Kauai Poke Fest with Sam Choy & Friends, Kauai Poke Festival, Koloa Landing Resort, Holoholo Grill. The poke artisan also recognizes the validity of the Organizer's industrial and intellectual property rights and agrees not to challenge them in court.

## **7. LOSS OF RIGHTS**

The competitor who conducts himself/herself contrary to the law and/or to these rules, with particular reference to the provisions of articles 1, 4 and 5, will lose all rights concerning the "Kauai Poke Fest". In case of violation by the poke artisan of the law and/or these rules, the Organizer will dispute the violation by email giving the poke artisan a term of 5 days to provide any explanations for the conduct in question. In the event of non-response or unjustified violation, the Organizer reserves the right to:

- Suspend or revoke the rights referred to in article 5 with regard to the license granted to the winning poke artisan for the use of the mark and the relative title.
- Suspend for a period or revoke forever the rights granted to the poke artisan following inclusion in the ranking.

Maintaining the same conditions as those stated in these Rules like: the natural person (the poke artisan), the legal person represented (company) and any franchise affiliation must absolutely be maintained both at the time of admission and at all subsequent stages of "Kauai Poke Fest" in order to maintain the rights envisaged. Consequently, in the event that one or more of these conditions should be eliminated or changed, at its sole discretion the Organizer reserves the right to suspend, amend and/or revoke these rights.

## **9. EARLY TERMINATION**

Each of the parties can terminate the relationship by communicating such intention to terminate early via registered letter with return receipt. The early termination will be effective and will be evident from the publication of the winners for the year following the communication of early termination.

## **10. DISPUTES**

Any dispute regarding the interpretation, execution and termination of these rules will be subject to the exclusive jurisdiction of the Court of Hawaii.