

## **Captain D's "Cruisin' With Captain D's" Free D's for a Year Sweepstakes**

### **Official Rules**

No purchase necessary to enter or win a prize. A purchase will not improve your chances of winning. Void where prohibited or otherwise restricted by law.

1.) **ELIGIBILITY:** Captain D's "Cruisin' with Captain D's" Sweepstakes ("Sweepstakes") is open only to persons who, as of date of entry, are legal residents of the contiguous United States and who are at least 18 years of age or older (19 years of age or older in Alabama) at the time of entry. All entries must be submitted by the parent or legal guardian of the child. Employees, retirees and agents of Captain D's, LLC ("Sponsor") (including their immediate family members and persons living in their households), as well as its distributors, wholesalers, franchisees and retailers, are not eligible to enter or win. For purposes of this promotion, "immediate family members" mean parents, spouses, children, siblings, in-laws, and grandparents.

2.) **HOW AND WHEN TO ENTER:** The Sweepstakes begins at 9:00 a.m. CT on June 19, 2017, and ends at 11:59 p.m. CT on August 30, 2017 (the "Promotion Period"). Facebook Method of Entry: To enter the Sweepstakes during the Promotion Period (an "Entry" or "Entries"), visit <http://cruisinwithcaptainds.com/> and provide name and email address for notification purposes. All participants are limited to one official Entry. All Entries must be received by 11:59 CT on August 30, 2017. See privacy policy located at <http://www.captainds.com/terms-conditions/>. Mass Entries or Entries generated by a script, macro or use of automated methods will be disqualified. If for any reason the Sweepstakes is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Sweepstakes, the Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the Entry process and to cancel, terminate, modify or suspend the Sweepstakes. If canceled, the Sponsor reserves the right, at its discretion, to determine the Winners using all non-suspect eligible Entries received up to the time of cancellation. The Sponsor is not responsible for failed, partial or garbled computer transmissions, or for technical failures of any kind, including, but not limited to, electronic malfunction or damage of any network, hardware or software. No responsibility is assumed for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of Entries; any problems or technical malfunctions of any telephone network or lines, computer online systems, servers, providers, computer equipment or software; or any failure of any email or electronic Entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, but not limited to, any injury or damage to a participant's or any other person's computer related to or resulting from participation in this Sweepstakes. All Entries and Submissions become the property of the Sponsor and will not be returned. All Entries must be received by 11:59 pm CT on August 30, 2017.

3.) **PRIZES AND CONDITIONS FOR AWARING PRIZE:** Winners must meet all eligibility requirements. In the event a Winner is deemed ineligible, or is not available to claim a Prize during specified dates, then an alternate Winner will be selected at random from eligible Entries received, time permitting. Prize: one Grand Prize Winner will receive a \$520 Captain D's gift card. Gift card subject to the terms, restrictions and conditions as printed on the card. Winner is solely responsible for costs associated with any and all transportation in relation to acceptance of Grand Prize. Sponsor is not responsible for any postponements or cancellations associated with any prize element.

Costs and expenses associated with prize acceptance and use not specifically stated herein as being provided are the sole responsibility of the Winner. All expenses not expressly stated in the Prize description are the sole responsibility of the Prize Winner. Winner is responsible for all applicable taxes incurred by winning the Prize. The Sponsor will provide the Prize Winner with an IRS Form 1099 for the value of the Prize. The Winner is responsible for any applicable fees; all travel and insurance; all federal, state and local taxes, if any; and all incidentals and any other unspecified expenses associated with acceptance or use of the Prize. All Prizes are provided "as is" and without any warranty of any kind, including, but not limited to, any warranty of merchantability or fitness for a particular purpose. All Prizes are non-transferable and non-assignable, except at the Sponsor's sole discretion. No cash redemption or prize substitution allowed by the Prize Winner. The Sponsor reserves the right to substitute a prize of equal or greater value if the Prize is unavailable and/or undeliverable for any reason in the sole and complete discretion of the Sponsor.

4.) PRIZE DRAWING: Grand prize winner will be selected at random on August 30, 2017. Winner will be announced in a status update on the official Captain D's Facebook Page on or before September 10, 2017, and will receive an Affidavit of Eligibility, Publicity, Liability, and Indemnification Release via mail within seven days after notification. There will be one Winner chosen at random from a pool of entries from Facebook. The Winner must meet all eligibility requirements and may be required to provide the Winner's Social Security number and sign an Affidavit of Eligibility, Publicity, Liability and Indemnification Release, which must be completed, signed and returned within seven days after the date of issuance or the Prize will be forfeited and may be awarded to an alternate Winner, time permitting. If any Prize notification or attempted notification is returned as undeliverable, the Prize will be forfeited and will be awarded to an alternate Winner. By accepting the Prize, the Winner acknowledges compliance with these Official Rules.

5.) ODDS: Odds of winning depend upon the number of eligible entries received during the Promotion Period.

6.) OFFICIAL RULES: Official Rules may be accessed at <http://cruisinwithcaptains.com/official-rules/>

7.) OTHER CONDITIONS: All federal, state and local laws and regulations apply. The Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify or suspend this Sweepstakes, or any portion hereof, for the following reasons and to disqualify any individual implicated in any of the following: (a) infection by computer virus or bug, tampering, unauthorized intervention or actions by entrants, fraud, technical failures, or any other cause that, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity or proper conduct of the Sweepstakes; (b) the Sweepstakes or any website associated therewith (or any portion thereof) becomes corrupted or does not allow the proper processing of Entries per these rules; or (c) the Sweepstakes is otherwise not capable of running as planned. By entering, entrants agree to release and hold harmless the Sponsor and its parents, subsidiaries, affiliates, divisions, advertising and promotional agencies, wholesalers and retailers, contractors, subcontractors, and each of the foregoing entities' employees, officers, directors, shareholders and agents, Facebook and Instagram (collectively, the "Released Parties") from and against any and all claims, actions and/or liability for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or Entry into the Sweepstakes or acceptance, delivery, or use of any Prize, including, without limitation, the Grand Prize. The Released Parties are not responsible or liable for any incorrect or inaccurate Entry information, and assume no responsibility for (i) any error, omission, interruption, defect or delay in operation or transmission at any website, (ii) failure of any Entry to be received by the Sponsor because of technical problems, human error, or traffic congestion

on the Internet or at any website, (iii) communications line, hardware and/or software failures, (iv) damage to any computer (software or hardware) resulting from participation in the Sweepstakes, (v) theft or destruction of, tampering with, unauthorized access to, or alteration of Entries and/or Entry information, or (vi) Entries which are late, lost, stolen, damaged, illegible and/or unintelligible (or any combination thereof). By entering, entrants agree to comply with these Official Rules. Any entrant who attempts to tamper with the Sweepstakes in any way shall be disqualified. Additional restrictions may apply.

8.) PUBLICITY RELEASE: By entering, you acknowledge and agree that the Sponsor may contact you regarding your Entry and for future promotional offers and that the Sponsor may use your name and likeness on the Website and in advertising and promotions for the Sponsor without compensation, credit or right of review or approval. Acceptance of any Prize constitutes the Winner's consent to use, publish and reproduce for all purposes, including publicity, promotion and advertising, in any media (including online and offline), the Winner's name, city, photograph, likeness, voice and image, and submission in perpetuity without compensation where not prohibited by law, credit or right of review or approval.

9.) ARBITRATION/CHOICE OF LAW: Except where prohibited by law, participants agree that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes shall be resolved 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 the entrant with regard to this Sweepstakes, excluding all attorneys' or other related fees and punitive, incidental, consequential or other damages. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and the Sponsor in connection with the Sweepstakes, shall be governed by and construed in accordance with the laws of the State of Tennessee, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Tennessee or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Tennessee. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision as 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 were not contained therein.

10.) WINNERS LIST: The list of Winners will be available on [www.facebook.com/captainds](http://www.facebook.com/captainds) on or about September 10, 2017.

11.) SPONSOR: Captain D's, LLC, 624 Grassmere Park Drive, Suite 30, Nashville, TN 37211  
The Promotion is in no way sponsored, endorsed or administered by Facebook. Any questions, comments or complaints regarding the Promotion should be directed to the Sponsor, not Facebook. By entering, you are providing the information to Sponsor and not to Facebook.