

## Captain D's "Who Was Captain D?" Sweepstakes

### Official Rules

- Official Rules may be obtained by logging on to [www.facebook.com/CaptainDs](http://www.facebook.com/CaptainDs)
- 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.

### Eligibility:

"Who Was Captain D?" Sweepstakes (the "Sweepstakes") is open only to persons who, as of date of entry, are legal residents of the United States and are at least 25 years of age at the time of entry. Employees, retirees and agents of Captain D's, LLC (the "Sponsor"); their immediate families and persons living in their households; and the distributors, wholesalers, franchisees and retailers of Captain D's are not eligible to enter or win. For purposes of the Sweepstakes, "immediate family members" means parents, spouses, children, siblings, in-laws, and grandparents.

### How and When to Enter:

The Sweepstakes begins at 5 p.m., Central Time, on February 12, 2017, and ends at 5:00 p.m., Central Time, on April 19, 2017 (the "Promotion Period").

### Facebook Method of Entry:

To enter the Sweepstakes during the Promotion Period:

- (1) Visit [www.facebook.com](http://www.facebook.com) (the "Facebook Site") and either (a) log into your Facebook account or (b) create a free Facebook account if you do not already have one. Please note that you must agree to the Facebook Site's terms and conditions.
- (2) Visit the Captain D's Facebook page at <http://facebook.com/CaptainDs> (the "Website").
- (3) Click on the Sweepstakes tab. You then can enter the Sweepstakes through the application located in the Sweepstakes tab.
- (4) Complete the entry form with all required information (which will include your full name, city, state, street address, ZIP code, email and age) and agree to the Official Rules (an "Entry"). An optional field will be provided in which Entrants may fill out the field with a story of who Captain D may have been. Completion of this additional field will result in one bonus entry per submission.

### Limit:

One entry per person or email address per 24-hour period. All Entries must be received by 5:00 p.m., Central Time, on April 19, 2017.

Email information collected may be used for promotional marketing specifically and only as it relates to Sponsor offers. 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 an infection by a 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 (without limitation) 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 (without limitation) any injury or damage to an Entrant's or any other person's computer related to or resulting from participation in this Sweepstakes. In the event of a dispute over an electronic Entry, the prize will be awarded to the owner of the email address, not the name on the Entry form. All Entries and submissions become the property of the Sponsor and will not be returned. All Entries must be received by 5:00 p.m., Central Time, on April 19, 2017.

### **Prize & Conditions For Awarding Prize**

Winners must meet all eligibility requirements. In the event a winner is deemed ineligible, or is not available to claim a prize during the specified dates, an alternate winner will be selected at random from the eligible Entries received. If a winner cannot notify the Sponsor of his or her acceptance by April 19, 2017, a new winner will be randomly selected from the pool of eligible potential entries. Winners will be notified of how to receive their prize at the time of verbal acceptance.

#### **Prize:**

One Grand Prize Winner will receive one \$100 Captain D's restaurant gift card. The Grand Prize's approximate retail value ("ARV") is \$100. The Sponsor is not responsible for any postponements or cancellations associated with any prize element.

Ten first prize winners will receive one \$25 Captain D's gift card, with an ARV of \$25.

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. The winner is responsible for all applicable taxes incurred by winning the prize. The winner is responsible for any applicable fees, all travel expenses, insurance, and federal, state and local taxes, if any, as well as any incidentals or other unspecified expenses associated with the acceptance or use of the Prize. All prizes are provided "as is" and without any warranty of any kind, including (without limitation) 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 is allowed by a prize Winner. The Sponsor reserves the right to substitute a prize of equal or greater value if a prize is unavailable and/or undeliverable for any reason, in the sole and complete discretion of the Sponsor.

### Prize Drawing:

Potential winners will be selected at random on or about April 20, 2017. Winners will be notified by email no later than May 25, 2017, and may receive an Affidavit of Eligibility and Publicity, Liability and Indemnification Release via mail within five days after notification. The winner must meet all eligibility requirements and may be required to provide his or her Social Security number and sign an Affidavit of Eligibility and Publicity, Liability and Indemnification Release, each of which must be completed, signed and returned within five days after date of issuance or the prize may be forfeited and 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 a prize, the winner acknowledges compliance with these Official Rules.

### Odds:

Odds of winning depend upon the number of eligible Entries received during the Promotion Period.

### 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 the Sweepstakes or any portion hereof, or to disqualify any individual implicated in the event of any of the following actions (a) infection by computer virus, bugs, tampering, unauthorized intervention, actions by Entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, that 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 Official 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, as well as Facebook (collectively, the "Released Parties"), from and against any and all claims, actions and/or liabilities 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.

### 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 the Entrant's name and likeness on the Sponsor's website and in advertising and promotion 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, as well as the submission, in perpetuity without compensation (except where prohibited by law), credit or right of review or approval.

### 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 the 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 the Sweepstakes, excluding all attorneys' or other related fees and punitive, incidental, consequential and 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.

### Sponsor:

Captain D's, LLC, 624 Grassmere Park Drive, Suite 30, Nashville, Tennessee 37211 The Promotion is in no way sponsored, endorsed or administered by, or associated with, 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 the Sponsor and not to Facebook.