

## **Captain D's Monstrously Good Sweepstakes**

### **Official Rules**

**NO PURCHASE REQUIRED TO ENTER OR WIN.** Your participation in the Promotion is subject to Captain D's Privacy Policy, which can be viewed by visiting <https://www.captainds.com/privacy>, as well as CaptainDs.com Terms and Conditions, which can be viewed by visiting <https://www.captainds.com/terms-and-conditions/> . Send questions to [marketing@captainds.com](mailto:marketing@captainds.com).

**1. Eligibility:** Captain D's Monstrously Good Sweepstakes (the "Promotion") is open only to legal residents of the 50 United States and the District of Columbia, who are 18 years of age or older or the age of majority in the state in which they reside, at the time of entry. Employees of PlayMonster, LLC; Captain D's, LLC; their parent companies, subsidiaries, affiliates and agents; and prize providers and agencies involved in the development or execution of this Promotion or any of its materials; and the immediate family members (spouse, parents, siblings, and children) and household members of each such person are not eligible. The Promotion is subject to all applicable federal, state, and local laws and regulations and is void where prohibited by law.

**2. Sponsor and Administrator (collectively the "Sponsor"):** Captain D's, LLC, 624 Grassmere Park Dr, Suite 30, Nashville, TN 37211

**3. Agreement to Official Rules:** By participating in the Promotion, each entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and legally binding in all matters related to the Promotion.

**4. Promotion Period:** The Promotion begins at 12:00 a.m. Eastern Time ("ET"), Monday, February 11, 2019, and ends at 11:59 p.m. ET on Monday, February 18, 2019 (the "Promotion Period"). The Sponsor's designated computer is the official time-keeping device for this Promotion.

**5. How to Enter:** During the Promotion Period, visit <https://www.captainds.com/lp/monstrously-good-sweeps/> and follow the instructions to complete and submit the entry form, including a valid email address and agreement to the Official Rules. Number of entries will vary based on a number of available activities including but not limited to subscribing to Captain D's email and following or visiting Captain D's social media properties.

Limit: Multiple participants are not permitted to share the same email address. Any attempt by any participant to obtain more than the stated number of entries/plays by using multiple/different email addresses, identities, registrations, logins, or any other methods will void that participant's entries/plays and that participant may be disqualified. Any use of robotic, repetitive, automatic, programmed or similar entry/play methods or agents (including, but not limited to, sweepstakes entry services) will void all entries/plays by that entrant. In the event of a dispute as to any online entry/play, the authorized account holder of the email address used to enter/play will be deemed to be the entrant. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being authorized account holders.

**6. ALL POTENTIAL PROMOTION WINNERS ARE SUBJECT TO VERIFICATION BY THE SPONSOR, WHOSE DECISIONS ARE FINAL AND LEGALLY BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF AN ENTRANT RECEIVES AN EMAIL MESSAGE SAYING HE OR SHE WON, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND/OR POTENTIAL PROMOTION WINNER HAVE BEEN**

**VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. THE SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS.**

**7. Promotion Prize Selection and Verification of Potential Winners:** Potential winners must comply with all terms and conditions of these Official Rules. Winning is contingent upon fulfilling all requirements. The selection of potential winners are final and binding in all matters related to the Promotion. The Sponsor will randomly select the potential Sweepstakes winners on or around February 20, 2019, from all eligible entries received. The potential winners will be notified by email. **For All Potential Winners:** Except where prohibited, each potential winner may be required to sign and return to the Sponsor, within five (5) calendar days after the date notice or attempted notice is sent, a Declaration of Compliance, Liability and Publicity Release ("Declaration") in order to claim his/her prize and to fulfill any such other requirements as determined by the Sponsor. If any potential winner cannot be contacted, fails to sign and return the Declaration when requested, or fails to provide any other requested information (when applicable) within the required time period, or if the prize is returned as undeliverable, he/she forfeits the prize. In the event that a potential winner is disqualified for any reason, the Sponsor will award the applicable prize to an alternate winner in a random drawing from among all remaining eligible entries, up to 3 alternates. If the alternate potential winners are disqualified, the applicable prize will not be awarded. Unclaimed prizes will not be awarded. Prizes will be fulfilled within approximately 8 to 10 weeks after the conclusion of the Promotion.

**8. Prizes:**

**a. Sweepstakes Prizes:**

**30 PRIZES:** One (1) Captain D's Gift Card valued at \$25 and one (1) each of the retail version of the following PlayMonster games: 5 Second Rule Jr, Grabolo, Yeti Set Go, 7 ATE 9, Go Fish, and Don't Rock the Boat. Approximate Retail Value of each prize pack: \$107.94

The odds of winning a prize depend on the number of eligible entries. Total approximate retail value of all prizes is \$3,238.20.

Limit: One Promotion prize per person or household.

**9. Publicity:** Except where prohibited, participation in the Promotion constitutes entrant's consent for the Sponsor and its designees to use the entrant's name, prize information, likeness, and city and state of residence for promotional purposes in any media without further consideration.

**10. General Conditions:** In the event that the operation, security or administration of the Promotion is impaired in any way for any reason, including, but not limited to, fraud, technical failures, regularly-scheduled maintenance, virus, or other technical problems, the Sponsor may, in its sole discretion, either: (a) suspend the Promotion to address the impairment, then resume the Promotion in a manner that best conforms to the spirit of these Official Rules; or (b) cancel the Promotion and award the prizes in a random drawing from among all eligible entries received up to the time of impairment. The Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Promotion or to be acting in violation of the Official Rules of this or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Promotion may be a violation of criminal and civil law and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the full extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

**11. Release and Limitations of Liability:** Except where prohibited, by participating in the Promotion, entrants agree to release and hold harmless Captain D's, LLC, PlayMonster, LLC; their parents, subsidiaries, affiliates, promotional partners, prize partners, agents and agencies; and the officers, directors and employees of each of them (the "Released Parties") from and against any claim or cause of action arising out of participation in the Promotion or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Promotion or the processing of registrations and game plays; (e) late, lost or undeliverable mail; or (f) injury or damage to persons or property caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt, use or misuse of any prize. Entrant further agrees that, in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Promotion and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry if it is possible. If the Promotion has been discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any prize offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than the stated number of prizes as set forth herein to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, un-awarded, eligible prize claims.

**12. Dispute Resolution:** You agree that any claim or dispute at law or equity that has arisen or may arise relating in any way to or arising out of the Promotion, the Official Rules, or the Sponsor's Privacy Policy and its Terms and Conditions will be resolved in accordance with the provisions set forth in this Dispute Resolution section. Please read this section carefully. It affects your rights and will have a substantial impact on how claims you and we have against each other are resolved.

You agree that whenever you have a disagreement with the Sponsor arising out of, connected to, or in any way related to the Promotion, the Official Rules, or the Sponsor's Privacy Policy and Terms and Conditions, you will send a written notice to the Sponsor ("Demand"). You agree that the requirements of this Dispute Resolution section will apply even to disagreements that may have arisen before you accepted these Official Rules or the Sponsor's Privacy Policy and Terms and Conditions. You must send the Demand to the following address (the "Notice Address"): Legal Department, Captain D's, LLC., 624 Grassmere Park Drive, Suite 30, Nashville, TN 37211. You agree that you will not take any legal action, including filing a lawsuit or demanding arbitration, until 10 business days after you send a Demand. If the disagreement stated in the Demand is not resolved to your satisfaction within 10 business days after it is received, and you intend on taking legal action, you agree that you will file a demand for arbitration with the American Arbitration Association (the "Arbitrator"). This arbitration provision limits the ability of you, and the Sponsor to litigate claims in court and you, and the Sponsor, each agree to waive your and their respective rights to a jury trial or a state or federal judge. You agree that you will not file any lawsuit against the Sponsor in any state or federal court. You agree that if you do sue in state or federal court, and the Sponsor brings a successful motion to compel arbitration, you must pay all fees and costs incurred by the Sponsor in court, including reasonable attorney's fees. For any such filing of a demand for arbitration, you must effect proper service under the rules of the Arbitrator and notice to the Notice Address may not be sufficient. If, for any reason, the American Arbitration Association is unable to conduct the arbitration, you may file your case with any national arbitration company. The Arbitrator shall apply the AAA Consumer Arbitration Rules effective September 1, 2014 (and as may be amended), and as modified by the agreement to arbitrate in this Dispute Resolution section. You agree that the Arbitrator will have sole and exclusive jurisdiction over any dispute you have with the Sponsor. The Federal Arbitration Act allows for the enforcement of arbitration agreements and governs the interpretation and

enforcement of the agreement to arbitrate. The place of arbitration shall be Davidson County, Tennessee.

You agree that you will not file a class action or collective action against the Sponsor, and that you will not participate in a class action or collective action against them. You agree that you will not join your claims to those of any other person. Notwithstanding any other provision in the Official Rules, or the Sponsor's Privacy Policy and Terms and Conditions, if this class action waiver is invalidated, then the agreement to arbitrate is null and void, as though it were never entered into, and any arbitration dispute at that time will be dismissed without prejudice and may be refiled in a court. Under no circumstances do you, and the Sponsor agree to class or collective procedures in arbitration or the joinder of claims in arbitration. The Sponsor agrees that they will submit all disputes with you to arbitration before the Arbitrator.

All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules; the rights and obligations of the entrant, and the Sponsor in connection with the Promotion; or any claim or dispute that has arisen or may arise between you, the Sponsor 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.

This arbitration provision shall survive the conclusion, modification or termination of the Promotion and the suspension, revocation, closure, modification or amendment of the Official Rules, the Sponsor's Terms and Conditions, and any aspect of the relationship of the parties relating to or arising from participation in the Promotion.

**13. Promotion Results:** For a list of prize winners, send an email to [marketing@captains.com](mailto:marketing@captains.com) or a letter to Captain D's, LLC, Legal Department, at 624 Grassmere Park Drive, Suite 30, Nashville, TN 37211, any time after February 25, 2019.

**14. Prize Partner Disclaimer:** PlayMonster, LLC is not involved in the sponsorship or administration of the Sweepstakes or the winner selection process in any way. The sponsorship, administration and winners selection process is handled solely by Captain D's, LLC. PlayMonster's sole involvement in the Promotion is to provide the Prizes.