

Krabby Daddy's Seafood Eatery – Festus Free Crab for a Year Giveaway Official Rules

- ⇒ _____ By checking here and populating the Official Rules, on behalf of myself and on behalf of any entity for which I am acting (together referred to as "Customer"), Customer accepts all risks and acknowledges that promotional campaigns come with complicated and ever-changing legal regulations and restrictions, Customer understands that it should obtain legal guidance from an experienced attorney before conducting a promotional campaign and populating the Official Rules, and Customer hereby agrees to hold harmless and indemnify Krabby Daddy's Seafood Eatery, Affiliates and its contributors for any loss, damage, or legal liability associated with Customer's use of the Official Rules.

NO PURCHASE IS NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT INCREASE THE CHANCES OF WINNING.

1. Eligibility: This Campaign is open only to those who provide first name, last name, phone number, birth date, email address, a valid driver's license, and complete this form upon registration at 102 Pine Street on May 1, 2021 between the hours of 6:00 am and 11:00 am CST, and who are 16 years of age or older as of the date of entry. The Campaign is only open to legal residents and is void where prohibited by law. Employees of Krabby Daddy's Seafood Eatery, its affiliates, subsidiaries, advertising and promotion agencies, and suppliers, (collectively the "Employees"), and immediate family members and/or those living in the same household of Employees are not eligible to participate in the Campaign. The Campaign is subject to all applicable federal, state, and local laws and regulations. Void where prohibited.

2. Agreement to Rules: By participating, the Contestant ("You") agree to be fully unconditionally bound by these Rules, and You represent and warrant that You meet the eligibility requirements. In addition, You agree to accept the decisions of Krabby Daddy's Seafood Eatery as final and binding as it relates to the content of this Campaign.

3. Campaign Period: Entries will be accepted starting on May 1, 2021 at 6:00 am CST and ending May 1, 2021 at 11:00 am CST.

4. How to Enter: The Campaign must be entered by submitting an entry at the registration table at 102 Pine Street, Festus, Missouri on May 1, 2021. The entry must fulfill all Campaign requirements, as specified, to be eligible to win a prize. Entries that are incomplete or do not adhere to the rules or specifications may be disqualified at the sole discretion of Krabby Daddy's Seafood Eatery. You may enter only once. You must provide the information requested. You may not enter more times than indicated by using multiple email addresses, identities, or devices in an attempt to circumvent the rules. If You use fraudulent methods or otherwise attempt to circumvent the rules, your submission may be removed from eligibility at the sole discretion of Krabby Daddy's Seafood Eatery.

5. Prizes: The Winners of the Campaign (the "Winner") will receive one free Krab Plate (a \$15.99 value) per seven day period (Sunday to Sunday) commencing on April 24, 2022, with no purchase necessary. Actual value may differ at time of prize awards. This is a dine-in store only prize. Online orders, pre-orders, and delivery are not permitted. The Winner must present their Free Crab for a Year Card and their valid driver's license each time to receive their free weekly Krab Plate prize. Only a manager may authorize the free Krab Plate for the Winner. The specifics of the prize shall be solely determined by Krabby Daddy's Seafood Eatery. No cash or other prize substitution shall be permitted except at Krabby Daddy's Seafood Eatery discretion. The prize is nontransferable. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes, shall be the sole responsibility of Winner. No substitution of prize or transfer/assignment of prize to others or request for the cash equivalent by Winner is permitted. Acceptance of prize constitutes permission for Krabby Daddy's Seafood Eatery to use Winner's name, likeness, and entry for purposes of advertising and trade without further compensation unless prohibited by law. Prize can only be accepted at the Krabby Daddy's Seafood Eatery Festus, Missouri location.

6. Odds: The odds of winning depend on the number of eligible entries received.

7. Winner Selection and Notification: Winners must be present to claim their prize. Ten Winners will be selected by a random ticket drawing under the supervision of Krabby Daddy's Seafood Eatery. Winners will be notified in person and must be in person at 102 Pine Street, Festus, Missouri following selection of Winners. Krabby Daddy's Seafood Eatery shall have no liability for Winner's failure to receive notifications due to any reason in which the Winner could not be present for the drawing. If Winner is not present, is ineligible, fails to claim the prize immediately from the time award notification is announced or fails to timely return a completed and executed Official Rules for declaration and release as required, the prize may be forfeited and an alternate Winner selected. A copy of the Winner's driver's license will be required. Receipt by Winner of the prize offered in this Campaign is conditioned upon compliance with any and all federal, state, and local laws and regulations. Any violation of these official rules by winner, at Krabby Daddy's Seafood Eatery's sole discretion, will result in winner's disqualification as winner of the campaign, and all privileges as a winner will be immediately terminated.

8. Rights Granted by You: By providing this content to enter, You understand and agree that Krabby Daddy's Seafood Eatery, anyone acting on behalf of Krabby Daddy's Seafood Eatery, and Krabby Daddy's Seafood Eatery's licensees, successors, and assigns, shall have the right, where permitted by law, to print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the World, without limitation, your entry, name, portrait, picture, voice, likeness, image, statements about the Campaign, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes, without any further compensation, notice, review, or consent. Optional verbiage for Contests: By entering this content, You represent and warrant that your entry is Yours, and does not violate any third party's proprietary or intellectual property rights. If your entry infringes upon the intellectual property rights of another, You will be disqualified at the sole discretion of Krabby Daddy's Seafood Eatery. If the content of your entry is claimed to constitute infringement of any proprietary or intellectual property rights of any third party, You shall, at your sole expense, defend or settle against such claims. You shall indemnify, defend, and hold harmless Krabby Daddy's Seafood Eatery from and against any suit, proceeding, claims, liability, loss, damage, costs or expense, which Krabby Daddy's Seafood Eatery may incur, suffer, or be required to pay arising out of such infringement or suspected infringement of any third party's right.

9. Terms & Conditions: reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Campaign should virus, bug, non-authorized human intervention, fraud, or other cause beyond Krabby Daddy's Seafood Eatery control corrupt or affect the administration, security, fairness, or proper conduct of the Campaign. In such case, Krabby Daddy Seafood Eatery may select the Winner from all eligible entries received prior to and/or after the action taken by Krabby Daddy's Seafood Eatery. Krabby Daddy's Seafood Eatery reserves the right, in its sole discretion, to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Campaign or violates these Terms & Conditions. Krabby Daddy's Seafood Eatery has the right, in its sole discretion, to maintain the integrity of the Campaign, to void entries for any reason, including, but not limited to: multiple entries from the same person; fraudulent personal information supplied; inappropriate conduct during the event, etc. Should such an attempt be made, Krabby Daddy's Seafood Eatery reserves the right to seek damages to the fullest extent permitted by law.

10. Limitation of Liability: By entering, You agree to release and hold harmless Krabby Daddy's Seafood Eatery and its subsidiaries, affiliates, advertising and promotion agencies, partners, representatives, agents, successors, assigns, employees, officers, and directors from any liability, illness, injury, death, loss, litigation, claim, or damage that may occur, directly or indirectly, whether caused by negligence or not, from: (i) such entrant's participation in the Campaign and/or his/her acceptance, possession, use, or misuse of any prize or any portion thereof; (ii) technical failures of any kind, including but not limited to the malfunction of any computer, cable, network, hardware, or software, or other mechanical equipment; (iii) the unavailability or inaccessibility of any transmissions, telephone, or Internet service; (iv) unauthorized human intervention in any part of the entry process or the Promotion; (v) electronic or human error in the administration of the Promotion or the processing of entries.

11. Disputes: This Campaign is governed by the laws of the United States and Missouri, without respect to conflict. As a condition of participating in this Campaign, participant agrees that any and all disputes that cannot be resolved between the parties, and causes of action arising out of or connected with this Campaign, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Missouri having jurisdiction. Further, in any such dispute, under no circumstances shall participant be permitted to obtain awards for, and hereby waives all rights to, punitive, incidental, or consequential damages, including reasonable attorney's fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Campaign). Participant further waives all rights to have damages multiplied or increased.

12. Winners List: To obtain a copy of the Winner's name or a copy of these Official Rules, mail your request along with a stamped, self-addressed envelope to: Krabby Daddy's CO, 2000 Pounds Road, Festus, MO 63028. Requests must be received no later than May 14, 2021 at 4:00pm CST.

13. Sponsor: The Sponsor of the Campaign is Krabby Daddy's Seafood Eatery, 102 Pine Street, Festus, Missouri 63028.

14. Facebook: The Campaign hosted by Krabby Daddy's Seafood Eatery is in no way sponsored, endorsed, administered by, or associated with Facebook.

⇒ _____ **By checking here, You, the Contestant, have affirmatively reviewed, accepted, and agreed to all of the Official Rules.**

⇒ **Contestant Printed Name:** _____

⇒ **Contestant Signature:** _____

Today's Date: _____ **May 1, 2021**