

# Babin's Seafood House 2017 Fish Challenge

## Official Rules

**NO PURCHASE OR PAYMENT NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

Babin's Seafood 2017 Fish Challenge (the "Sweepstakes") is open only to legal residents of the fifty (50) United States (including District of Columbia) who are twenty one (21) years or older at the time of entry. Void where prohibited by law. Employees of Landry's, Inc. or any of its respective affiliates, subsidiaries, advertising agencies, or any other company or individual involved with the design, production execution or distribution of the Sweepstakes and their immediate family (spouse, parents and step-parents, siblings and step-siblings, and children and step-children) and household members (people who share the same residence at least three (3) months out of the year) of each such employee are not eligible. The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Participation constitutes entrant's full and unconditional agreement to these Official Rules and Sponsor's decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

### 2. Sponsor

FSI Restaurant Development Limited (d/b/a Babin's Seafood House) 1510 West Loop South, Houston, TX 77027.

### 3. Timing

The Sweepstakes begins on Tuesday, September 12 at 12:00am Central Time ("CT") and ends on – Monday, January 2, 2018 at 11:59 pm CT (the "Sweepstakes Period"). Sponsor is the official time keeper for the Sweepstakes.

### 4. How to Enter

There are two ways to enter.

A) To enter in store, try each of the five featured fish entrees on the entry punch card, once all 5 positions on the card is stamped, turn your completed card into the store manager.

B) To Enter Via Mail. Send Babin's Seafood a card no bigger than 2" x 3.5" (i.e. the size of a standard business card) which contains at least the following details:

- a. Your full name
- b. Your full address (street, city, state and zip code)
- c. A phone number and/or email address; and

To be valid all mailed entries must be received at Babin's Seafood House, attention: 16<sup>th</sup> Annual Fish Challenge, 1510 West Loop S., Houston, TX 77027 on or before January 2, 2018 at 11:59 pm.

**Limit of one (1) entry per person regardless of method of entry.** Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration, the authorized name listed on the mailed entry, will be deemed to be the registrant or player. Potential winner may be required to show valid ID. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned.

### 5. Winner Selection

On or about January 5, 2018, Sponsor or an independent judging agency will select one (1) entry for the prize described below in Section 8 in a random drawing of all valid entries received. The entrant will be contacted using either the email address, telephone number and/or address provided with the entry and may be awarded the prize (subject to verification of eligibility and compliance with the terms of these rules). Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of potential winners are final and binding in all matters related to the Sweepstakes. The winner will be notified no later than January 7, 2018. Failure to respond to the initial verification within ten (10) days of notification will result in disqualification. Odds of winning a prize depend on the number of eligible entries received during the Sweepstakes Period. Limit of one prize per household.

**6. THE POTENTIAL SWEEPSTAKES WINNER IS SUBJECT TO VERIFICATION BY SPONSOR WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE SWEEPSTAKES.**

**7. Verification of Potential Winners**

The potential winner must continue to comply with all terms and conditions of these Official Rules and winning is contingent upon fulfilling all requirements. The potential winner will be notified either email, telephone or mail at the address provided on the entry form, after the date of the random drawing. The potential winner will be required to sign and return to Sponsor, within ten (10) days of the date notice is sent, an affidavit of eligibility, and liability/publicity release (except where prohibited) in order to claim his/her prize, if applicable. If a potential winner of any prize cannot be contacted, fails to sign and return the affidavit of eligibility and liability/publicity release within the required time period (if applicable), or if the prize or prize notification is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a prize is disqualified for any reason, Sponsor may award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries.

**8. Prize**

One grand prize of five hundred dollars (\$500)("Prize Amount") in Babin's Seafood House complimentary food and beverage gift cards (each a "Card"). Each Card may be in values ranging from \$25-\$100, and the total value awarded will equal the Prize amount. Cards may not be returned, redeemed for cash or used as payment on or credit to any accounts. It is a promotional gift card that can only be used ONCE and only towards a food or beverage purchase at any Landry's, Inc. affiliated location. The Card may only be used for the purchase of alcohol beverages where allowed by law. If the full value of the Card is not used during the single visit, any remaining amount will be forfeited. No credit or cash given for unused portion of the Card. The Cards will not be replaced if lost or stolen. For all prizes: No warranty or guarantee will be given by Sponsor with respect to any prize. Any and all guarantees and warranties are subject to the manufacturers or service provider's terms and conditions, and the winner agrees to look solely to such entity for any such warranty or guarantee claim. Prize is non-transferable. No substitution, cash redemption, assignment or transfer of prize permitted, except by Sponsor, who reserves the right in its sole discretion to substitute a prize with another prize of greater or equal value. All federal, state and local taxes, if any, related to a prize are the responsibility of the individual winner.

**9. Entry Conditions and Release**

By entering, each participant agrees to: (a) comply with and be bound by these Official Rules and the decisions of the Sponsor and/or the Sweepstakes judges which are binding and final in all matters relating to this Sweepstakes; (b) release and hold harmless the Sponsor, Landry's, Inc. and each of their respective parents, subsidiary, and affiliated companies, the prize suppliers and any other organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Sweepstakes, and all of their respective past and present officers, members, directors, employees, agents and representatives (collectively, the "Released Parties") from and against any and all claims, expenses, and liability, including but not limited to negligence and damages of any kind to persons and property, including but not limited to invasion of privacy (under appropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory), defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury arising out of or relating to a participant's entry, creation of an entry or submission of an entry, participation in the Sweepstakes, acceptance or use or misuse of prize (including any travel or activity related thereto) and/or the broadcast, exploitation or use of entry; and (c) indemnify, defend and hold harmless the Sponsor from and against any and all claims, expenses, and liabilities (including reasonable attorney's fees) arising out of or relating to an entrant's participation in the Sweepstakes and/or entrant's acceptance, use or misuse of prize.

**10. Publicity**

Except where prohibited, participation in the Sweepstakes constitutes winner's consent to Sponsor and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

### **11. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, for any reason or if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. 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 Sweepstakes or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **12. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Sweepstakes; (d) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt or use or misuse of any prize. 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 entry in the Sweepstakes, provided that if it is not possible to award another entry due to discontinuance of the Sweepstakes, or any part of it, for any reason, Sponsor at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules 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.

### **13. Disputes**

All issues and question concerning the construction, validity, interpretation, and enforceability of these Official Rules or the rights and obligations of Entrants and Sponsor in connection with the Promotion shall be governed by and construed in accordance with the law of the State of Texas without giving effect to any choice of law or conflict of laws rules or provisions. Any legal claims arising from or relating to the Promotion or these Official Rules must be brought in the federal or state courts located in Harris County, Texas. All descriptive headings of sections and paragraphs are intended solely for convenience, and no provision of this Agreement is to be construed by reference to the heading of any section or paragraph. These Official Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable, or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

### **14. Entrant's Personal Information**

Information collected from entrants via mail is subject to the Sponsor's Privacy Policy which is available at [www.landrysinc.com](http://www.landrysinc.com).

### **15. Sweepstakes Results**

These Official Rules will be available in each participating Babin's Seafood House location and online at [babinsseafood.com/fishchallengerules](http://babinsseafood.com/fishchallengerules). For winner's name, send a request specifying the name of the sweepstakes and a self-addressed stamped envelope to: Babin's Seafood House 2017 Fish Challenge, Marketing Department, 1510 West Loop South, Houston, TX 77027, requests must be made on or before March 31, 2018.