



*Win Dinner for 2*  
**not2crabby Official Rules**  
REVISED 2.21.19

NO PURCHASE IS NECESSARY TO ENTER. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING DINNER FOR 2

To celebrate National Crab Day and our loyal patrons, the Original Oyster House is seeking the best not2crabby selfies. A not2crabby hat was specially designed as a prop for the selfie promotion. The Promotion shall be subject to these Official Rules, and by entering, all participants agree to be bound by the terms and conditions herein.

**1. Eligibility:** not2crabby Selfie is open only to legal US residents who are at least eighteen (18) years of age as of March 1, 2019. Your posted selfie on Facebook.com/OriginalOysterHouse using the official hashtag denotes your certification that you are 18 years of age or older. Employees of the Sponsor, its parent companies, affiliates, subsidiaries, advertising, promotional agencies, website providers/webmasters and immediate family members (and those living in their same households) of each employee are not eligible. Former employees of the Original Oyster House are not eligible. This offer is void wherever prohibited or restricted by national, state, municipal, provincial or any other government laws. Subject to all federal, state, local, municipal, provincial and local laws. By entering this Contest, each entrant accepts and agrees to be bound by these official rules and acknowledges that they have read the eligibility requirements and that he/she meets those requirements.

A not2crabby selfie must be taken inside the Original Oyster House restaurants wearing the official not2crabby hat to be eligible.

**2. How to Enter:** To enter, visit either Original Oyster House location (Mobile Causeway or Original Oyster House Boardwalk in Gulf Shores, Alabama). Ask your server for a not2crabby hat. Take a SELFIE wearing the official not2crabby hat in either restaurant location. Post YOUR not2crabby selfie on Facebook.com/OriginalOysterHouse and hashtag photo with #not2crabby.

Photographs may not include images of identifiable people or trademarks of any third party. Original Oyster House reserves the right to disqualify any entry that does not comply with these rules, that is believed to infringe on any third party's intellectual property rights, or that OOH deems obscene, offensive, or otherwise inappropriate for a family style restaurant.

**3. Start/End Dates:** The Promotion begins 8:30 a.m. CDT March 9, 2019 and ends 2:00 p.m. CDT June 30, 2019.

**4. How Winners Are Selected:** Winners will be selected by Original Oyster House. Facebook likes of your selfie post and/or creativity of your selfie can improve your chances of winning. You can campaign for likes, by tagging yourself or your friends after posting to the Original Oyster House Facebook page or by sharing the posted selfie to your own Facebook page and using the official hashtag. Creativity will be considered. Mother/daughter selfies; Father/son selfies; sibling selfies; BFF selfies, funny face selfies, couple selfies, etc. are greatly welcome. Qualifying entries must be posted to the Original Oyster House Facebook page by June 30, 2019. By posting your not2crabby selfie on Original Oyster House's Facebook, you fully and unconditionally agree to be bound by these rules and the decisions of Original Oyster House, which will be final and binding in all matters relating to the promotion. Winners will be notified via Facebook Messenger and will have 24 hours to alert Original Oyster House, via Facebook Messenger, if they do not wish their photograph to be used. Your photo post on Facebook confirms your contest entry.

5. Submission of your hashtagged selfie photo designates your acceptance (except where prohibited) for the Sponsor and the designee(s) to use the winner's name, likeness, biography, statements, and any other similar materials for marketing, promotional and publicity purposes without additional compensation or any limitation.

**6. Additional Terms:** Entrants agree to release and hold harmless Sponsor, Affiliates, its parents, subsidiaries, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents from any and all liability or injuries, losses or damages of any kind to persons, including death, loss of property, resulting in whole or in part, directly or indirectly, from this Promotion, any prize won or in any Promotion-related activity. Sponsor and its agencies are not responsible for technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications whether caused by the sender or by any of the equipment or programming associated with or utilized in this Promotion which may limit the ability to participate or by any human error which may occur in the processing of the entries in this promotion. In its sole determination, Sponsor may disqualify any person who tampers with or abuses any aspect of the Promotion or website, or who acts in violation of the Official Rules, or acts in any manner to threaten or abuse or harass any person. Should any portion of the Promotion, in Sponsor's sole opinion, be compromised by virus, software defects, non-authorized human intervention or other causes thus corrupting or impairing administration, security, fairness or proper play of this Promotion, or submission of entries, Sponsor may suspend, modify, or terminate the Promotion.

In the event of any dispute, all parties agree that the judgment and determination of Original Oyster House will be final and binding in the awarding the prize. In event of a dispute regarding entries received from multiple users having the same email account, the winner will be the authorized account holder of the email account used to enter the Promotion. The potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the winning entry. All entries become the property of the Sponsor and its Affiliate Destinations and will not be returned to entrant.

**7. Use of Data:** The information obtained via the entry will be used by Sponsor and their affiliates for marketing purposes. Sponsor and their affiliates would like to use this information to contact you either by mail or email with updates about special promotions or offers. Any entry information collected from the Promotion shall only be used in a manner consistent with the consent given by the entrants at the time of entry, with these Official Rules and with the privacy policy of Super Foods found here: [OriginalOysterHouse.com/not2crabby](http://OriginalOysterHouse.com/not2crabby)



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**8. Indemnification:** By participating in this contest, entrant agrees to defend, indemnify, and hold harmless the Sponsor, Facebook, Ark Restaurants and each of their respective employees, officers, directors, members, agents, subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parent companies and the officers, directors, members, employees and agents of any of the foregoing (collectively, the “Released Parties”) from and against any all claims, liabilities, damages, losses, and expenses (including reasonable attorney’s fees) arising out of or relating to their breach of these Official Rules or any use of that entrant’s photo or video, including but not limited to claims for copyright, trademark or other intellectual property infringement or appropriation, any claims for violation of privacy or publicity rights, or any claim that the photo, video and/or caption violates any applicable law, rule, regulation or order.

Participating and entering this promotion is considered a complete release from Facebook by entrant. It also acknowledges that this promotion is not sponsored, endorsed or associated with Facebook.

**9. Sponsor:** The Promotion Sponsor is Original Oyster House. Original Oyster House is located at 701A Gulf Shores Parkway, Gulf Shores, Alabama. This Promotion is in no way affiliated with or sponsored by Facebook.

**10. Prizes:** The winning not2crabby selfies will be featured in promotional outlets. Participants are eligible to win Dinner for two at the Original Oyster House restaurants (a \$50 value) by a random drawing. There are no cash prizes in this contest. Original Oyster House reserves the right in its sole discretion to cancel or modify the contest and these Official Rules at any time.

Normal Internet access and usage charges imposed by your on-line service will apply. Use of computer programs and other automatic means to enter are inaccurate information or failure, whether caused by website users, tampering, or by any of the programming or equipment associated with or used in this Promotion and assumes no responsibility for any errors, omission, deletion, defect, interruption or delay in operation or transmission or communication line failure, theft or destruction or unauthorized website access to, or alteration of, entries.