

Moby Dick #WhaleOfATime Contest

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN.

A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Sponsor: Moby Dick House of Kabob, 3329 75th Avenue Hyattsville, MD 20785 ("Moby Dick" or "Sponsor").

1. Contest Description:

The Moby Dick #WhaleOfATime Contest (the "Contest") starts at 12:00 A.M. Eastern Standard Time (EST) on December 14, 2016 and ends at 11:59 P.M. EST on March 1, 2017 (the "Contest Entry Period"). During the Contest Entry Period, entrants will have the opportunity to submit a one minute or less video using their Facebook, Instagram, or Twitter account (each, a "Entry") and to submit the video for consideration as more fully set forth below. At the end of the Contest Entry Period, there will be a judging period ("Judging Period") when Moby Dick House of Kabob, shall select three (3) entrants determined in Moby Dick House of Kabob sole discretion from among all eligible Entries received during the Contest Entry Period, as set forth more fully below. The Judging Period will start on or about March 2, 2017 and will end on or about March 16, 2017. The potential winners will be announced on or about March 24, 2017. Entry in the #WhaleOfATime Contest does not constitute entry into any other, promotion, contest, or Contest. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Moby Dick House of Kabob, 3329 75th Avenue Hyattsville, MD 20785 ("Moby Dick"), which shall be final and binding in all respects. This Contest is in no way sponsored, endorsed, or administered by, or in association with Facebook, Instagram, or Twitter.

2. How to Enter:

There are three (3) options for entering the Contest during the Contest Entry Period: Facebook, Instagram, or Twitter (each, a "Contest Entry Method"). Each Contest Entry Method involves posting a one minute or less video of yourself sharing a story about your favorite time at Moby Dick and including the hashtag #WhaleOfATime and @username "mention" or "tag" @MobyDickKabobs in your post. During the Contest Entry Period, post your Entry on Facebook, Instagram, or Twitter through your Facebook, Instagram or Twitter account using the hashtag #WhaleOfATime (the "Hashtag") and @username mention and/or tag @MobyDickKabobs (the "Mention" or "Tag"). Any video tagged with the Hashtag on Facebook, Instagram, or Twitter may be eligible for the Contest. Once you upload your Entry to Facebook, Instagram, or Twitter using the Hashtag and Moby Dick @username, you will be entered into the Contest. Your Entry must include the Hashtag and Moby Dick @username Mention in order to be eligible. By using the Hashtag in connection with your Facebook, Instagram, or Twitter post you are acknowledging and agreeing that Moby Dick has the right to stream your post through the Instagram or Twitter API (as applicable) or otherwise use your post in connection with this Contest and/or as set forth in its online Terms of Use For User Generated Content (Section Nine [9]). Your Instagram account must be set for public viewing in order for your Entry to be eligible.

- a. To enter via the Facebook Video Contest Entry Method, visit the Moby Dick House of Kabob page at www.facebook.com/MobyDickKabobs and post a one minute or less video of yourself sharing a story about your favorite time at Moby Dick to the Moby Dick House of Kabob page timeline, @username mention the official Moby Dick Facebook Page [@MobyDickKabobs](http://www.facebook.com/MobyDickKabobs) and include the hashtag #WhaleOfATime to receive one (1) entry (an "Entry"). A Facebook account is required to enter using this Contest Entry Method and is available for free at <http://facebook.com>. All terms and conditions of Facebook.com apply.
- b. To enter via the Instagram Contest Entry Method, use your web-enabled mobile device with a camera, and launch the Instagram application. Before entering the Contest, the "Photos Are Private" option in

your Instagram account settings must be set to "OFF". Then, post a one minute or less video on Instagram of yourself sharing a story about your favorite time at Moby Dick, @username mention the official Moby Dick Instagram Page [@MobyDickKabobs](#) and include the hashtag #WhaleOfATime to receive one (1) entry (an "Entry"). An Instagram account is required to enter using this Contest Entry Method and is available for free at <http://instagram.com>. All terms and conditions of Instagram.com apply. You must have a data service plan with your wireless service provider or wireless internet service for your web-enabled mobile device and a device that supports the Instagram application to enter. By entering this Contest via the Instagram Contest Entry Method, you understand that data rates may apply. See your wireless provider for pricing plan details and mobile device capabilities.

- c. To enter via the Twitter Contest Entry Method, use your web-enabled mobile device with a camera, and launch the Twitter application. Then, post a one minute or less video on Twitter of yourself sharing a story about your favorite time at Moby Dick, @username mention the official Moby Dick Twitter account [@MobyDickKabobs](#) and include the hashtag #WhaleOfATime to receive one (1) entry (an "Entry"). A Twitter account is required to enter using this Contest Entry Method and is available for free at <http://twitter.com>. All terms and conditions of twitter.com apply. You must have a data service plan with your wireless service provider or wireless internet service for your web-enabled mobile device and a device that supports the Twitter application to enter. By entering this Contest via the Twitter Contest Entry Method, you understand that data rates may apply. See your wireless provider for pricing plan details and mobile device capabilities.

Limit three (3) entries per person during the Contest Entry Period, one (1) per each Contest Entry Method. Identical videos or "entry's" uploaded across multiple Entry Methods will be accepted as one (1) entry. Potential winners will be notified on or around March 17, 2017. The video used for each Entry must be unique and not previously submitted as part of an Entry into the Contest.

All Entries must comply with the following Entry requirements, as determined by Sponsor in its sole discretion, to be considered an eligible Entry:

- a. The video must not exceed time of one minute.
- b. The video used for each Entry must be unique and not previously submitted into the Contest as part of an Entry. The same video cannot be entered into the Contest more than one time.
- c. The Entry may not contain any content that is lewd, obscene, sexually explicit, pornographic or contains nudity, disparaging, defamatory, derogatory toward any ethnic, racial, gender, religious, professional or age group, libelous, obscene, or that otherwise contains inappropriate content or objectionable material as determined by Sponsor in its sole and unfettered discretion.
- d. The Entry must not promote alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), promote any activities that may appear unsafe or dangerous or promote any particular political agenda or message.
- e. The Entry must not defame, misrepresent, or contain disparaging remarks about Sponsor, other people, or companies.
- f. The Entry must be your original work, created solely by you, and must not infringe the copyright, trademark, privacy, publicity, or other intellectual rights of any person or entity, including, without limitation, copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies, or other media).
- g. If individuals are included in your video, you must provide all signed releases and consents necessary (if requested by Sponsor) to permit the exhibition and use of the Entry by Sponsor as set forth in these Official Rules. If any person appearing in your Entry is under the age of majority in his/her state, the signature of a parent or legal guardian is required on the release (if requested by Sponsor).
- h. The Entry must not contain any personally identifiable information such as license plate numbers, personal names, e-mail addresses or street addresses.
- i. The Entry must not contain the likeness of any person without the consent of the person whose likeness is included in the Entry.
- j. The Entry may not identify any commercial content, including, without limitation, any trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others (except for Moby Dick elements), which must be used in compliance with these Official Rules.
- k. The Entry must not contain materials embodying the names, likenesses, voices, or other indicia identifying any celebrities.

- l. The Entry must not communicate messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate.
- m. The Entry must not violate any law.
- n. The Entry may not have been previously submitted for any other promotion, published, and may not have won previous awards.

By submitting your Entry, you agree that your Entry conforms to these Official Rules and that Sponsor, in its sole discretion, may disqualify your Entry for any reason at any time, including if it determines, in its sole discretion, that your Entry fails to conform to these Official Rules in any way or otherwise contains unacceptable content as determined by Sponsor, in its sole discretion. In addition, and although Sponsor is under no obligation to re-post or feature your Entry, you hereby grant permission for the Entry to be featured on Moby Dick House of Kabob social media sites, and within other promotions and/or advertisements without prior approval, consent, or compensation to you or any third party and within any time frame. You agree that Released Parties (as defined below) are not responsible for any unauthorized use of Entries by third parties. Released Parties do not guarantee the posting or featuring of any Entry and reserve the right to remove any posted or featured Entry at any time and/or for any reason. By submitting your Entry, you accept all Contest rules and agree to be bound by the decisions of the Sponsor, which will be final. You agree that you will not use the Entry for anything other than personal use after Entry submission, including no use of the Entry for commercial or professional purposes, sweepstakes, or contest entry, without the express consent of Sponsor in each instance.

By submitting an Entry, each entrant grants, and represents and warrants that the entrant has the rights and authority necessary to grant, Sponsor an irrevocable, non-exclusive, fully sub licensable license and right to exploit, edit, modify, adapt, copyright, publish, transfer, use and distribute the Entry and all elements of such Entry, including, without limitation, the likenesses of any locations and individuals embodied therein, in any and all media now known or hereafter devised, worldwide, in perpetuity without compensation, permission or notification to entrant or any third party.

Multiple entrants are not permitted to share the same Facebook, Instagram, or Twitter account. Any attempt by any entrant to obtain more than the above-stated number of Entries by using multiple/different Facebook, Instagram, or Twitter accounts/usernames, identities, registrations and logins, or any other methods will void that entrant's Entries and that entrant will be disqualified. Sponsor will not verify receipt of Entries. Automated, script, or macro Entries are prohibited, and any use of such automated devices or programs, or any method which subverts the entry process, will cause disqualification. Released Parties (as defined below) are not responsible for lost, late, garbled, inaccurate, incomplete, misdirected, or stolen Entries, uploads, photos, hashtags or @mentions, or transmissions, or problems of any kind whether mechanical, human, or electronic. In the event of a dispute of any Entry, the authorized account holder of the Facebook, Instagram, or Twitter account used to enter will be deemed to be the entrant. The "authorized account holder" is the natural person assigned a Facebook, Instagram, or Twitter account by Facebook, Instagram, or Twitter. Potential winners may be required to show proof of being an authorized account holder.

3. **Eligibility:**

Open only to legal residents of the fifty (50) United States and District of Columbia who are at least 13 years of age or older at time of entry. Void in Puerto Rico, the U.S. Virgin Islands and where prohibited or restricted by law. Employees of Moby Dick, Administrator, and their respective parent companies, affiliates, advertising and promotion agencies, the judging organization, and immediate family members (spouse, parents, children, siblings, and each of their respective spouses, regardless of where they reside) or household members (whether or not related) of each are not eligible. All federal, state and local laws and regulations apply. This Contest is intended for viewing in the United States only and shall only be construed and evaluated according to United States law. You are not authorized to participate in the Contest if you are not located within and a legal resident of the 50 United States and the District of Columbia, at least 13 years of age or older at the time of entry. Entrants under the age of 18 must have permission from their parent or guardian to enter. A prize won by a minor will be awarded in the name of said minor's parent or legal guardian. Any use of a minor's name, address, likeness and/or prize information is subject to the prior approval of his or her parent or legal guardian.

4. **Prizes:**

Three (3) Prizes:

1st Place – Top Prize: \$500.00 in Gift Cards Approximate Retail Value ("ARV") of each Prize is Five Hundred Dollars (\$500.00).

2nd Place: \$350.00 in Gift Cards Approximate Retail Value ("ARV") of each Prize is Three Hundred Fifty Dollars (\$350.00).

3rd Place: \$150.00 in Gift Cards Approximate Retail Value ("ARV") of each Prize is One Hundred Fifty Dollars (\$150.00).

Total ARV of all prizes is approximately One Thousand Dollars (\$1,000.00). Odds of winning a prize depend on the number of eligible Entries received during the Contest Entry Period. Winners may not substitute, assign or transfer prize or redeem prize for cash but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners are responsible for any applicable federal, state, and local taxes, if any, as well as any other costs and expenses associated with the prize receipt and/or use not specified herein as being provided. All prize details are at Sponsor's sole discretion. Prize will be awarded "as is" with no warranty or guarantee, either express or implied by Sponsor. Limit one prize per person. No more than the stated number of prizes will be awarded.

5. Judging and Awarding of Prize; Verification of Winner:

During the Judging Period, all eligible entries received during the Contest Period will be judged by a qualified panel of judges selected from the Sponsor's marketing and brand teams ("Judges"). The Judges will select three (3) potential winners (each, a "Potential Winner") using the judging criteria from all eligible Entries received and combined during the Contest Entry Period on or about March 16, 2017. The Judges will score each eligible entry according to the following weighted judging criteria: (1) "Originality" – 25%, (2) "Creativity" – 25%, (3) "Relevance to Contest theme" – 25% and (4) "Public Appeal" – 25%. The one (1) Contestant with the highest score from the Judges will be deemed the potential Grand Prize Winner. The one (1) Contestant with the second highest score from the Judges will be deemed the Second-Place Winner. The one (1) Contestant with the third highest score from the Judges will be deemed the Third-Place Winner. Each Contestant may only have one (1) Entry that qualifies him or her as the potential winner. If there is a tie, then the Entry with the highest score in criteria (1) above will be declared to be the potential Grand Prize Winner.

Potential winners will be notified on or about March 17, 2017 via Facebook, Instagram, or Twitter message consistent with the Potential Winner's winning Entry and will be required to contact Sponsor at the email address provided in the notification within 3 days. The Contacted Potential Winners are not official winners ("Winner") until his/her eligibility has been verified and he/she has been notified that verification is complete. Sponsor will not accept screen shots or other evidence of winning in lieu of its validation process. If the Facebook, Instagram, or Twitter application fails or becomes corrupted for any reason, any Entry during that time will be deemed a defective Entry and is void. A prize won by a minor will be awarded in the name of said minor's parent or legal guardian. Any use of a minor's name, address, likeness and/or prize information is subject to the prior approval of his or her parent or legal guardian. In addition to the releases and other requirements forth within these Official Rules, at Sponsor's discretion, each Potential Winner (parent/legal guardian if Potential Winner is a minor in his/her state of residence) may be required to sign and return an Affidavit of Eligibility, Liability & Publicity Release (unless prohibited) (collectively an "Affidavit"), which must be received by Sponsor within five (5) days of the date notice. In this situation, if a Potential Winner cannot be contacted, fails to execute, and return the Affidavit within the required time period, or prize is returned as undeliverable, or he/she refuses his/her prize for any reason, that Potential Winner forfeits the prize and Sponsor will select an alternate winner by random drawing from all remaining eligible entries.

6. Publicity; Release; Limitation of Liability:

By entering this Contest, all entrants agree to comply with these Official Rules and agree to be bound by the decisions of the judging organization and the Sponsor. Winner agrees that (except where prohibited) Sponsor may use such Winner's name, picture, likeness, voice and Entry and all elements of such Entry, including, without limitation, the photo, and any descriptions, for advertising and promotional purposes including in any

publicity, promotion, or advertising in any form of media, including websites without further compensation or notification to, or review or permission of entrant and/or any third party. Sponsor, Administrator, Facebook, Instagram, Twitter and each of their respective promotion and advertising agencies, and any other organizations affiliated with the sponsorship, fulfillment, administration, prize support and the judging organization and all respective officers, directors, employees, representatives and agents, as well as each of their respective successors, representatives and assigns (collectively, "Released Parties") shall have no liability and shall be held harmless by Winners for any damage, loss, rights, claims or liability to person or property, due in whole or part, directly or indirectly, by reason of the acceptance, use, or misuse of any prize (or portion thereof) awarded or participation in this Contest, including without limitation personal injury, death, and/or property damage, as well as claims based on publicity rights, defamation, and/or invasion of privacy. Sponsor reserves the right, in its sole discretion, to modify, cancel or suspend part or all of this Contest should virus, bugs, non-authorized human intervention, or other causes corrupt or impair the administration, security, fairness, or proper play of the Contest. In such event, Sponsor may select Potential Winner in a random drawing from all non-suspect, eligible Entries received up to the date of cancellation or suspension. Released Parties are not responsible for technical, hardware, software or telephone failures of any kind, lost or unavailable network connections, fraud, incomplete, garbled, delayed or faulty computer transmissions, whether caused by Sponsor, entrants or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of Entries, photos, uploads, hashtags or @mentions which may damage a user's or any other person's device or other property or limit an entrant's ability to participate in the Contest. If for any reason your Entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, your sole remedy is another Entry in the Contest. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, or threaten any other entrants or Sponsor representatives.

CAUTION -- ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK ANY AND ALL AVAILABLE REMEDIES (INCLUDING ATTORNEY'S FEES) FROM ANY SUCH ENTRANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. SPONSOR'S FAILURE TO ENFORCE ANY TERM OF THESE OFFICIAL RULES SHALL NOT CONSTITUTE A WAIVER OF THAT PROVISION.

7. Disputes:

Except where prohibited, you agree that: (1) any and all disputes, claims and causes of action arising out of or connected with this Contest or any prize awarded shall be resolved individually, without resort to any form of class action; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (3) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Maryland without giving effect to any choice of law or conflict of law rules (whether of the State of Maryland or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Maryland.

8. Entrant's Personal Information:

Information collected from entrant is subject to Sponsor's Privacy Policy at www.mobyskabob.com/privacypolicy.

9. Winners' Name:

The Contests' winners' names will be posted on the Moby Dick House of Kabob Facebook page www.facebook.com/MobyDickKabobs and the Moby Dick House of Kabob official website www.mobyskabob.com/contest on or about March 24, 2017.

This Contest is in no way sponsored, endorsed, or administered by, or associated with Facebook, Instagram, or Twitter. By entering, you understand that you are providing your information to Sponsor and not to Facebook, Instagram, or Twitter.

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Instagram is a registered trademark of Instagram, Inc. All rights reserved.

Facebook is a registered trademark of Facebook, Inc. All rights reserved.

Contest sponsored by:
Moby Dick House of Kabob
3329 75th Avenue
Hyattsville, MD 20785

10. USER GENERATED CONTENT

As between You and Moby Dick, you own and are entirely responsible for any data, text, software, music, sound, photographs, graphics, images, videos, messages, or other content or materials (collectively, "User Content") that You may submit, transmit, upload, post, email, or otherwise make available on or through any of the Site(s). All User Content is and will be considered non-confidential and non-proprietary. You acknowledge and agree that You waive any moral (or similar) rights that You may have in any territory in respect of User Content, including but not limited to the right to be attributed as the author of the User Content and the right not to have the User Content edited or changed in a way You are not happy with.

By providing Moby Dick and/or the Site(s) with User Content, You hereby grant to Moby Dick and its affiliates, representatives, and assigns, a worldwide, non-exclusive, fully paid, royalty-free, transferable, sub-licensable, unrestricted, perpetual, irrevocable, license and permission to use, copy, reproduce, modify, adapt, translate, create derivative works of, transmit, display, print, publish, distribute and perform any and all of Your User Content (in whole or in part) in connection with the Site(s) and/or to incorporate Your User Content in other works in any form, media or technology now known or later developed, without further consent or notice to you, including for promotional and commercial purposes, and to authorize others to do all or any of the foregoing. You acknowledge and agree that You have no expectation of compensation or confidentiality of any nature with respect to any User Content. We may exercise these rights without notice to You and without paying any compensation to You. Moby Dick reserves the right to display advertisements in connection with Your User Content and to use Your User Content to advertise and promote Your User Content, the Site(s), and Moby Dick and its products. Moby Dick reserves the right to modify User Content in its sole and absolute discretion. Moby Dick is not required to host, display, or distribute any User Content, and may remove, delete, or destroy any User Content at any time and for any reason or no reason in Moby Dick's sole discretion.

You represent and warrant that: (a) Your User Content is original to You, no other party has any rights thereto, and You own all rights in Your User Content (including, without limitation, all rights to the audio, video, or digital recording, and the performance contained in Your User Content) or, alternatively, You have acquired all necessary rights in Your User Content to enable You to grant to Moby Dick the rights in Your User Content described herein; (b) Your User Content is not confidential or secret, and no confidential or fiduciary relationship is intended or created between You and Us; (c) You have paid and will pay in full all license fees, clearance fees, and any other financial obligations, of any kind, arising from any use or commercial exploitation of Your User Content; (d) You are the individual pictured or heard in Your User Content, or, alternatively, You have obtained permission from each person (including consent from parents or guardians for any individual under the applicable age of majority) who appears or is heard in Your User Content to enable You to grant the rights to Moby Dick described herein; (e) You will make such permissions available to Moby Dick upon request; (f) Your User Content does not violate, misappropriate or infringe any copyright, trade secret, trademark, privacy right, publicity right or other intellectual property right of any other third party and that any "moral rights" in Your User Content have been waived; and (g) Your User Content complies with these Terms. You agree to keep all records necessary to establish that Your User Content does not violate any of the foregoing representations, warranties and promises and to make such records available to Moby Dick upon Moby Dick's request.

You further agree that Moby Dick and its affiliates are free to use for any purpose whatsoever, ideas, know-how, concepts, techniques, comments, criticisms, reports, or other feedback other than User Content ("Feedback"), whether oral or written, that You may send to Moby Dick or its affiliates. You acknowledge and agree that (i) You have no expectation of compensation or confidentiality of any nature, and that Moby Dick has no duties to You, with respect to such Feedback, and (ii) Moby Dick has the right (but not the obligation) to use such Feedback for any purpose without notice to You and without paying any compensation to You. All Feedback is and will be considered non-confidential and non-proprietary.

Moby Dick reserves the right, but does not have an obligation, to monitor and/or review User Content. Moby Dick does not endorse or control the User Content transmitted or posted on the Site(s) and therefore Moby Dick is not responsible for User Content and Moby Dick does not guarantee the accuracy, integrity, or quality of User Content, which may not necessarily reflect the views of Moby Dick. You understand that by using the Site(s), You may be exposed to User Content that is offensive, indecent, or objectionable to You. Under no circumstances will Moby Dick be liable in any way for any User Content, including, without limitation, for any errors or omissions in any User Content, or for any loss or damage of any kind incurred by You as a result of the use of or reliance on any User Content submitted, transmitted, uploaded, posted, emailed, or otherwise made available via the Site(s). Moby Dick has no control over User Content once it leaves the Site(s), and it is possible that others may duplicate User Content on other sites on the Internet.

You acknowledge that Moby Dick has the right – though not the obligation – in Our sole discretion to refuse to post or remove any User Content and it reserves the right to change, condense, edit, modify, transmit, display, or delete any User Content and You waive any rights You have in having the material altered or changed in a manner not agreeable to You. Without limiting the generality of the foregoing or any other provision of these Terms, Moby Dick has the right to remove any User Content that violates this User Generated Content Policy or is otherwise objectionable, and We reserve the right to refuse service and/or terminate access without prior notice for any User who violates these Terms or infringes the rights of others.

You agree that if you include a link from any other website to mobyskabob.com or to any of the Site(s), such link shall open in a new browser window. You agree not to link from any other website to mobyskabob.com or to any of the Site(s) in any manner such that the Site(s), or any page of the Site(s), is "framed," surrounded or obfuscated by any third-party content, materials, or branding. We reserve the right to revoke Your right to link to the Site(s) from Your Web site at any time upon written notice to You.

Moby Dick reserves the right to disclose any information as necessary to satisfy any law, regulation, or government request, or to edit, refuse to post, or to remove any information or materials, in whole or in part, that in Moby Dick's sole discretion are objectionable or in violation of these Terms, Moby Dick's policies or applicable law.

Nothing contained herein shall be construed as a restriction on or waiver of any consumer's right to make any statement regarding Moby Dick or its employees or agents, or concerning Moby Dick's goods or services.