

Hooters Fantasy Football Draft Party Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE 48 CONTIGUOUS UNITED STATES AND DISTRICT OF COLUMBIA (“D.C.”), AND IS OPEN ONLY TO ELIGIBLE ENTRANTS. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Hooters Fantasy Football Draft Party Sweepstakes (the “Sweepstakes”).

Odds: Odds of being selected as a prize winner are dependent upon the total number of eligible entries received, from all entry methods combined.

Sweepstakes Dates: Sweepstakes registration is scheduled to begin at 12:00:01 am Eastern Standard Time (“ET”) on **7/17/2017** and end at 11:59:59 pm ET on **9/3/2017** (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside the 48 Contiguous United States and D.C., and wherever restricted or prohibited by law.

Who may Enter: Sweepstakes is open only to individuals who are legal residents of, and physically located within, the (48) Contiguous United States and D.C, who are at least 21 years of age or older as of date of entry, and who have a valid U.S. driver’s license or government issued ID, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, managers, and directors of **Hooters Restaurants, Hooters of America, LLC** (collectively “Sponsors”), **Million Dollar Media, LLC** (the “Sweepstakes Administrator”), other participating sponsors, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this promotion (collectively, “Released Parties”), and the members of the immediate families or households, whether or not related, of any of the above. “Immediate family members” includes, for purposes of this promotion, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter – Two ways:

1. **Draft Party Entry:** Visit www.Hooters.com/football during the Registration Period, and connect to the Sweepstakes registration page. Follow the online instructions to complete the online registration form with all required information, including your name, valid email address, complete address (*including city, state and zip*), phone number (*including area code*), and date of birth. Each entrant using this draft party entry method must register to host their fantasy football league draft party at a participating Hooters Restaurant location, with a minimum of six (6) scheduled players/participants in the fantasy football league. Each entrant must select their designated Hooters Restaurant location, and register the date and time of their scheduled fantasy football draft party, at the time of entry. After having read and agreed to these Official Rules, click the submit button to submit your online entry. All entries must be fully completed and submitted by 11:59:59 pm ET on **9/3/2017** to be eligible.
2. **Email:** To submit an entry without registering to host a fantasy football draft party at Hooters, during the Registration Period submit an email, and include in the body of the email your first and last name, valid email address, complete address (*including City, State and Zip Code*), phone number (*including area code*), date of birth, along with ‘Hooters Fantasy Football Draft Party Sweepstakes’ in the subject line of the email, to: HootersDraftParty@mdmgames.com. All entries must be fully completed and submitted by 11:59:59 pm ET on **9/3/2017** to be eligible.

Maximum of one entry per person/authorized email account holder in the Sweepstakes. Players/participants that register to attend a fantasy football league draft party may not register for more than one draft party. Any incomplete or illegible entries, any entries submitted not in compliance with these Official Rules, or any entries submitted with an invalid or false email address or phone number will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries submitted in a manner that is not expressly allowed under these Official Rules, or for any entry not submitted or received due to any technical error or failure, unauthorized human intervention, inaccurate capture or mis-entry of any required information, or the failure to capture any such information for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Any available opt-in opportunities are not required to enter the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning. Entrants may opt out of Email Club membership at any time, without affecting their entry(ies), by replying UNSUBSCRIBE to any email message, or following provided opt-out instructions. By participating and submitting an entry, entrant agrees that Sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or coupons. Entrants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions. All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with Sponsor's privacy statement, available at www.hooters.com/Company/PrivacyPolicy.aspx. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy policy of Sponsor.

Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's email address or name, or providing any false email addresses or information, will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, or any other methods void that participant's entries and that participant may be disqualified. No mechanically reproduced or automated entries permitted. Use of any automated system to participate is prohibited and will result in disqualification and all such entries will be deemed void.

In the event of a dispute as to any online registration, the authorized account holder of the email address used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized email 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.

By registering to enter Sweepstakes, you affirm that you have read and accepted these Official Rules. All entries received become the property of the Sponsor and will not be returned. All entrants agree to be bound by and abide by the official rules of the Sweepstakes.

Winner Selection and Notification – Maximum one grand prize winner: On or about **9/5/2017**, a random drawing will be held from among all eligible entries received from all entry methods combined during the Registration Period to select a total of one (1) potential grand prize winner (see prize description below). The potential prize winner will be notified in person at their participating Hooters Restaurant location during their scheduled fantasy football draft party or as outlined below.

Alternative Method of Notification: If the selected potential winner is not scheduled to host their fantasy football draft party following the drawing date, is not present at their designated Hooters Restaurant location at the time of their notification attempt or submitted an alternate method of entry, that potential winner shall be subsequently notified by phone and/or email. If the Administrator is unsuccessful in its attempt to reach and speak directly with the potential prize winner in person, or by phone and/or email notification after two (2) attempts within 48-hours of the initial notification attempt to the phone number or email address associated with that entrant's entry, then that entrant may be disqualified and an alternate potential prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). **Note: phone messages will not be left during the winner notification process.** There will be three (3) alternate drawings after which the associated prize will remain unawarded.

NOTE: Only the entrant who completed the online registration or submitted the alternate method of entry shall be eligible to claim any prize award. All other attendees at the fantasy football draft party or participants in the associated fantasy football league shall have no claim or rights to any prize award.

During the prize winner notification, the selected potential prize winner must confirm their eligibility, and indicate their willingness and ability to accept the prize. The potential prize winner will then receive official notification via mail or email delivery. If the selected winner does not meet the eligibility requirements, is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor's discretion and time permitting, an alternate winner will be randomly selected from among all remaining eligible entries and notified as per the procedures outlined above. Any disqualified entrant will not receive any alternate prize substitution or compensation. **Decisions of the Sponsor and Administrator in the selection and determination of the prize winner and all matters relating to this Sweepstakes are final and binding.**

All of the following will apply to the prize winner: 1) Winner and his/her travelling companion will be required to complete and return, within 5-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (where permitted), and a W-9 form (*from winner only, if prize value exceeds \$600*); 2) Winner and his/her travelling companion may be required to present a copy of a valid social security card and a valid driver's license as a condition of participating or receiving any prize; 3) Sponsor will submit to the IRS a Form 1099 on behalf of winner reflecting the actual value of all prizes won; and 4) Winner and his/her travelling companion will be responsible for paying all applicable taxes (including, but not limited to all local, state and federal taxes) on all prizes awarded. Failure to collect or properly claim any prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, finalist will not receive any other prize substitution or compensation, and the prize will remain the property of Sponsor and will not be awarded, except as provided herein.

Grand Prize – Maximum of (1) grand prize award available: The grand prize consists of a trip for two (2) to Minneapolis, MN, with travel dates scheduled to occur between February 3 – 5, 2018 (*subject to change*). **Grand prize has a maximum retail value not to exceed \$5,500.** Grand prize trip includes:

- Round trip coach class airfare for two (winner and (1) winner designated guest, age 21 or older) from the gateway airport nearest to the winner's residence as designated by Sponsor in its sole discretion to the nearest major airport servicing the Minneapolis, MN metro area. Actual departure date, times and airline based upon availability and will be solely determined by Sponsor;
- Two (2)-nights standard hotel accommodations (one room, double occupancy), at a standard hotel as solely designated by Sponsor in the Minneapolis, MN metro area, based upon availability;
- Opportunity to attend a tailgate party with Pro Bowler, Tony Gonzalez, based upon availability.
 - **NOTE:** Sponsor is not responsible if the winner and guest are not able to meet with Tony Gonzalez due to cancellation, illness, conflict or act of God. In the event of cancellation, no further compensation will be awarded in lieu of the scheduled meet and greet.

No alcoholic beverage is part of any prize award. All other costs and expenses related to prize acceptance, redemption and use not specified herein as being provided are the sole responsibility of winner and guests, including but not limited to ground transportation, airport transfers, parking, travel or departure taxes, baggage check fees, airline seat assignment fees, hotel resort fees, meals, gratuities, tickets to any events in the destination city, any incidental expenses, and all applicable taxes (including, but not limited to all local, state and federal taxes). Winner and guest are solely responsible for all costs incurred to and from the nearest major airport to the winner's home as designated by Sponsor as the prize originates and terminates at such departure point unless otherwise agreed to by Sponsor in writing. Sponsor not responsible for late, lost, damaged or stolen luggage. Grand prize and first prize winners' guest(s) must be of legal age of majority in his/her state of residence (and at least 21) and will be required to execute and return a liability/publicity release prior to prize award. It is recommended that each winner and guest obtain sufficient personal insurance prior to departure. Winner and guest(s) hereby release Sponsor from any duty to provide, check, or verify any and all necessary passports, visas and tourist cards, birth certificates, vaccination certificates, and any other travel or entry requirements ("Personal Documents"). Sponsor shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts or other documents pertaining to the prize ("Travel Documents") once the Travel Documents have been provided to winner and guest.

Travel dates will be based upon availability. Sponsor is not responsible for any flight cancellations, travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, sponsor is not responsible for awarding any compensation in lieu thereof. Winner and his/her guest(s) must travel together on the same itinerary. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner's expense. Actual value of the trip will depend on point of departure, destination and any airfare fluctuations. If actual value of prize is lower than the stated maximum value of grand prize when prize is procured and fulfilled, then the difference will not be awarded to the winner.

All income, federal, state and local taxes are the winner's and guests' sole responsibility, as applicable. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Sponsor's sole discretion or as provided herein. Sponsor reserves the right to substitute a prize with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

Additional Rules & Restrictions: In the event an entrant wins a prize, and is later found to be in violation of these Official Rules he/she will be required to forfeit the prize or to reimburse Sponsor for the stated value of the prize if such violation is discovered after winner has used the prize. Participation in Sweepstakes constitutes permission for the Sponsor and its designees to use entrants' names, cities and states of residence and/or likenesses for purposes of advertising and trade in any and all media now or hereafter known worldwide on perpetuity without limitation or further

compensation, notification or permission, unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

By participating, entrants agree to hold all Released Parties harmless from any claims, losses, actions, or damages of any kind, whether actual, incidental or consequential, for injury (including but not limited to death), damages, losses or expenses arising out of or relating to entrant's participation in this Sweepstakes, or the acceptance, possession or use/misuse of any prize, or participation in prize-related activities (including but not limited to travel or activity related thereto), and to assume all liability therefor.

Released Parties shall not be liable to winner or any other person for failure to supply the prize or any part thereof by reason of any acts of God, any actions, regulations, orders, or requests by any governmental entity, equipment failure, terrorist acts, war, fire, unusually severe weather, embargo, labor dispute or strike, labor or material shortage, transportation interruption of any kind, or any other cause beyond Released Parties' sole control.

Entrants are restricted to use of ordinary and typical computer equipment, mobile phone equipment, Internet access and cellular networks. Sponsor disclaims all liability for the inability of an entrant to complete or continue an entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for entries not received due to technical difficulties or transmission errors. The Sponsor disclaims all liability for any delays, mis-delivery, loss, or failure in the delivery of any item sent by mail, courier, express, electronic transmission, or other delivery method. Released Parties are not responsible for mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet or at any website or lost or unavailable network connections which may limit an online entrant's ability to participate in the Sweepstakes, and any injury or damage to entrant's or any other person's computer or mobile phone related to or resulting from participating in or downloading any information necessary to participate in the Sweepstakes. Released Parties are not responsible for any other errors of any kind, whether computer, technical, typographical, printing, human or otherwise, relating to or in connection with the Sweepstakes, including, without limitations, errors which may occur in connection with the printing or advertising of this Sweepstakes, administration or execution of the Sweepstakes, the cancellation of the game, the processing of entries or in the announcement of the prizes or prize winners. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry process.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if a computer virus, bug, or other technical problem corrupts the administration, security, or proper conduct of the Sweepstakes as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Sweepstakes, Sponsor reserves the right to determine the potential winners in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTES: Unless otherwise prohibited by law, as a condition to participating in the Sweepstakes the prize awarded by this Sweepstakes, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and will be determined by final and binding individual dispute resolution under the applicable rules of the American Arbitration Association; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, and in no event will entrant be entitled to received attorneys' fees or other legal costs; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, 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 entrant and Sponsor in connection with this Sweepstakes, shall be governed by, and construed in accordance with the laws of the State of Georgia, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Georgia or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of Georgia.

Official Rules & Winners List: For a copy of these Official Rules, or the name of prize winner, send a self-addressed stamped envelope to be received by 10/15/2017 to: Hooters Fantasy Football Draft Party Sweepstakes, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.

Sponsor: Hooters of America, LLC, 1815 The Exchange, Atlanta, GA 30339.

Sweepstakes Administrator: Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.