

Hooters April Fool's Sweepstakes

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID IN THE 50 UNITED STATES AND DISTRICT OF COLUMBIA ("D.C.") ONLY, 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 April Fool's Sweepstakes (the "Sweepstakes").

Odds: Odds of being selected as the grand prize winner are dependent upon the total number of eligible entries received.

Sweepstakes Dates: Sweepstakes registration is scheduled to begin at 12:00:01 am Eastern Standard Time ("ET") on **4/1/2016** and end at 11:59:59 pm ET on **4/9/2016** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside the (50) 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 (50) U.S. and D.C., who are at least 18 years of age or older as of date of entry, and 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 "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), grand children (including step grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter – Online Entry: Visit www.HootersIsland.com during the Registration Period, and connect to the Contest 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. 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 **4/9/2016** to be eligible.

Maximum of one entry per person/authorized email account holder in the Sweepstakes. Any incomplete or illegible entries, 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 Text or Email Club membership at any time, without affecting their entry(ies), by replying STOP to any text message or 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 e-mail 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 e-mail address by an Internet access provider, online service provider or other organization responsible for assigning e-mail 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 **4/11/2016**, a random drawing will be held from among all eligible entries received to select a total of one (1) potential grand prize winner (see prize description below). The potential grand prize winner will be notified initially by phone and/or email beginning on or about **4/11/2016**. If the Administrator is unsuccessful in its attempt to reach and speak directly with the potential grand prize winner by phone and/or email after two (2) attempts within 48-hours of the initial notification attempt to the phone number or email address associated with that contestant's entry, then that entrant may be disqualified and an alternate potential grand prize winner may be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above (*time permitting*). There will be three (3) alternate drawings after which the grand prize will remain unawarded. **Note: phone messages will not be left during the winner notification process.**

During grand prize winner notification, the selected potential grand prize winner must confirm their eligibility, and indicate their willingness and ability to accept the prize. The potential grand 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 contestant will not receive any alternate prize substitution or compensation. **Decisions of the Sponsor and Administrator in the selection and determination of the grand prize winner and all matters relating to this Sweepstakes are final and binding.**

All of the following will apply to the grand prize winner: 1) Winner and his/her travelling companion will be required to complete and return, within 3-days of date of receipt, a prize acceptance form, an affidavit of eligibility and a liability/publicity release (where permitted), and a W-9 form (*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) Winner and his/her travelling companion will be issued an IRS Form 1099 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 a Sponsor designated destination in Mexico (*Cozumel, Mexico*) including:

- Round trip coach class airfare for two (winner and guest, both age 18 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 destination area (CAN – Cancun, Mexico). Actual departure date, times and airline based upon availability and will be solely determined by sponsor;
- Two (2)-nights standard hotel accommodations, double occupancy at a standard hotel as solely designated by Sponsor in the Cozumel, Mexico area, based upon availability;

Maximum value of grand prize not to exceed \$2,500. Winner and guest must have valid Passports in order to travel. No alcoholic beverage is part of grand 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 guest, 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, 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 winner's guest must be of legal age of majority in his/her state of residence (and at least 18) 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 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, must be booked a minimum of 60-days prior to departure, and all travel must be completed by 12/15/2016. 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 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 guest's 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. Maximum value of grand prize award: \$2,500.

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 5/31/2016 to: Hooters April Fool's 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.