

Hooters 'WingsDay' Giveaway

Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID IN 50 UNITED STATES AND DISTRICT OF COLUMBIA ("D.C.") ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Sweepstakes Name: Hooters WingsDay Giveaway (the "Sweepstakes").

Sweepstakes Dates: Sweepstakes registration is scheduled to occur every Wednesday beginning at 12:00:01am Eastern Time ("ET") – 11:59:59pm ET between **2/11/09** through **12/23/09** (the "Registration Period"). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void where prohibited.

Who may Enter: Sweepstakes is open to legal residents of the United States only, who are age 18 or older as of date of entry, and have a valid U.S. driver's license, except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **Hooters of America** ("Sponsor"), **Hooters Restaurants, MP Media & Promotions** (the "Administrator"), **LEJ Sports Group, Million Dollar Media, LLC**, 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, to 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 grand children) and each of their respective spouses, regardless of where they reside.
- (b) Individuals who do not have access to an internet connection in order to visit the contest website, or a valid email address to register.

How to Enter – On Line Entry: Visit www.foxnews.com/foxfriends/ and click the contest button to link to the registration page every Wednesday between the "Registration Period". Each entrant must fully complete the registration page with all required information including his/her name, complete address (*including City, State and Zip Code*), valid email address, birth date, and phone number(s) (*including area code(s)*). After having read and agreed to these Official Rules, click the submit button to submit your on-line entry. All on-line entries must be fully completed for all required information. Any on-line entry submitted with an invalid email address will be disqualified. **Any a available opt-in opportunities are not required to enter the Contest, and checking the opt-in boxes will not improve your chances of winning.**

Maximum of one (1) on-line entry per person and per valid email address per weekly registration date. Contestants must re-enter every Wednesday in order to be eligible for that week's prize drawing. On-line entries must be received by Wednesday 11:59:59pm ET each week in order to be eligible for that week's drawing.

Each contestant who opts-in to join Hooters text club or email club will automatically become a club member. Hooters Restaurants may send information about future contests, promotions and special offers directly to the email or mobile phone on the submitted entry. Standard text messaging rates will apply. **Entrants may opt out of Mobile Club membership at any time by replying STOP to any message sent to your mobile phone. Entrants may opt out of Email Club membership at any time by replying OPT OUT to any email message sent to your email address.**

Any incomplete or illegible entries 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 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 or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Each participant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person's name or email address will be disqualified and ineligible to claim any prize. Any attempt by any

participant to obtain more than the stated number of entries allowed by using same, multiple/different mobile numbers, 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 on-line 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 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. All entries received become the property of the Sponsor and will not be returned.

Finalist Selection & Notification: Every Thursday following the 'Registration Period', a random drawing will be held from among all eligible entries received for that Wednesday's registration date to select a total of five (5) grand prize winners (see prize description below). A total of (47) separate grand prize drawings will be conducted.

Each grand prize winner will receive notification and their prize (see below) by mail approximately 2 weeks following each grand prize drawing. Sponsors are not responsible for any mail notification or prize delivery not received due to incorrect entry of an entrant's address during the registration process. Decisions of the Administrator in the selection and determination of grand prize winner and all matters relating to this Sweepstakes are final and binding.

Prize Award: A maximum of five (5) grand prizes will be awarded during each weekly sweepstakes drawing. The grand prize is: **\$50 worth of Hooters Boneless Chicken Wings**, awarded in the form of a \$50 Hooters Gift Card.

Each winner will receive their gift card by mail within approximately 2-weeks of their selection. Winners will not be notified in any other manner. Gift cards are subject to certain terms and conditions specified thereon, and may not be redeemed towards any alcoholic beverages at any time. All applicable taxes (including, but not limited to all local, state and federal taxes) and any other expenses not specified herein as being included in the grand prize award are the sole responsibility of the winner. All federal, state and local taxes are the winner's sole responsibility.

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 of comparable or greater value, at its sole discretion. **Maximum retail value of all available prize awards: \$11,750.**

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by the Official Rules and the decisions of the Sponsor and Administrator, which shall be final in all matters relating to this Sweepstakes. In the event an entrant wins a prize, and is later found to be in violation of these 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 therefore.

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.

Participants 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 a participant 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 or the operation of the Sweepstakes website.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct or technical failures destroy or threaten the integrity of this portion of the Promotion, 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 finalists in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

IN CASE OF DISPUTE S: By participating, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Georgia; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, 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 Promotion, 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.

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

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 3/1/2010 to: "Hooters WingsDay Giveaway", c/o MP Media & Promotions, 10608 Flickenger Lane, Suite 101, Knoxville, TN USA 37922. PLEASE SPECIFY which you are requesting. VT residents may omit return postage from rules requests only.

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

Sweepstakes Administrator: MP Media & Promotions, 10608 Flickenger Lane, Suite 101, Knoxville, TN USA 37922.