

Hooters Super Pool Party Miami 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 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 Super Pool Party Miami Sweepstakes (the “Sweepstakes”).

Sweepstakes Dates: Sweepstakes registration is scheduled to begin at 12:00:01am Eastern Time (“ET”) on **11/30/2009** and end at 11:59:59p ET on **1/13/2010** (the “Registration Period”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations and is void outside the U.S. and where prohibited.

Who may Enter: Sweepstakes is open to legal residents of the United States only, who are age 21 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, Inc.** (“Sponsor”), **Hooters Restaurants, LEJ Sports Group** (the “Administrator”), 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 grand children) and each of their respective spouses, regardless of where they reside.
- (b) Individuals who are unable or unwilling to travel to Miami, FL during the designated travel dates as solely specified by sponsor (actual travel dates to be determined and announced by Sponsor and will include a total of 2-nights travel arrangements between 1/28/2010 – 2/5/2010, as solely specified by Sponsor).

How to Enter – Two (2) Ways:

1. **On-Line:** Enter on-line by visiting www.Hooters.com during the “Registration Period”, and clicking the web banner to connect to the ‘Super Pool Party’ contest registration page. Each entrant must fully complete the contest registration page with all required information including his/her name, complete address (*including City, State and Zip Code*), valid email address, 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 complete for all required information. Any on-line entry submitted with an invalid email address will be disqualified. **Any 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 day.** On-line entries must be **received by 11:59:59pm ET on 1/13/2010** to be entered into the grand prize drawing.
2. **Text:** During the Registration Period, you may enter the Sweepstakes if you are in possession of a mobile phone with a text plan, and have obtained bill payer’s permission to enter. Enter the Sweepstakes by sending a text message to **the designated short code (36832)** with the designated key word (**Pool**) in the body of the message, or by replying to a Sweepstakes text message with the given keyword to the short code provided in the message. Standard text messaging rates apply to each text message sent or received as provided in your wireless plan. Contact your carrier for pricing plans and details. All text entries must be received by 11:59:59pm ET on **1/13/2010** to be eligible. **Maximum of one text entry per person and per valid mobile number per day.**

IMPORTANT: Each contestant who submits a text entry will become a member of the Hooters mobile club. Hooters Restaurants may send information about future contests, promotions and special offers directly to the mobile phone used to submit the 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.

Any incomplete or illegible entries will be disqualified. Released Parties are not responsible for lost, late, misdirected, incorrect, 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, human error, unauthorized human intervention, inaccurate capture or mis-entry of any required information, failures, omissions, interruptions, deletions, or defects of any cell phone provider, network computer online systems, computer equipment, servers, or software, including any injury or damage to participant’s or any other person’s computer relating to or resulting

from participation in this Sweepstakes; 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 mobile number or email address will be disqualified and ineligible to claim any prize. 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. False and/or deceptive entries or acts, including misrepresentation of age, shall render such entries ineligible.

In the event of a dispute as to any text-entry registration, the authorized account holder of the mobile phone used to register will be deemed to be the registrant and he/she must be eligible according to these Official Rules. The "authorized mobile phone account holder" is the natural person listed on the account by the cellular service provider, associated with the mobile phone number used to submit the text entry.

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.

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

Grand Prize Drawing – Winner Selection (5 Grand Prize Awards): On or about **1/14/2010**, a random drawing will be held from among all eligible entries received from all entry methods combined, to randomly select a total of five (5) potential grand prize winners (see prize description below).

Each potential grand prize winner will be notified initially by phone of their selection following the random grand prize drawing. If Administrator is unable to reach and speak directly with a selected potential grand prize winner after two (2) attempts over a 48-hour period to the phone number listed on that contestant's entry, then that contestant 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*). Messages will not be left for potential grand prize winners during the notification process.

During the winner notification phone call, each selected potential grand prize winner must confirm their eligibility, indicate their willingness to accept the prize, and confirm their ability to travel to Miami, FL during the designated travel dates as specified by Administrator (actual travel dates to be determined and as solely specified by sponsor between the dates of 1/28/2010 – 2/5/2010). Each potential grand prize winner will then receive official notification via certified or overnight mail delivery.

If a selected potential grand prize winner does not meet the eligibility requirements, is unable or unwilling to travel during the designated dates 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 Administrator in the selection and determination of grand prize winners and all matters relating to this Sweepstakes are final and binding.

All of the following will apply to each grand prize winner : 1) Winner will be required to complete and return, within 3 days of date of receipt, a prize acceptance form including the name of their travel guest (age 21 or older), a W-9 form, an affidavit of eligibility, and a liability/publicity release (where permitted) signed by both the winner and travel guest; 2) Winner 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 will be issued an IRS Form 1099 reflecting the actual value of all prizes won; and 4) Winner 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 Winner – Maximum of (5) grand prize awards: Each grand prize winner will receive a trip for two (2) (finalist and one (1) guest) to Miami, FL during the designated travel dates (*travel dates to be determined and announced*,

and will include a total of two nights between 1/28/2010 – 2/5/2010, as solely specified by Sponsor), with a maximum retail value not to exceed \$1,000. The grand prize trip includes:

- Round trip coach class airfare for two (winner and guest) from the nearest major airport to the winner's home as designated by sponsor to Miami, FL or Ft. Lauderdale, FL (at sponsor's sole discretion). 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 the hotel as designated by Sponsor in the Miami, FL metro area; Arrival and departure dates as solely specified by Sponsor;
- Access to the Hooters Super Pool Party events at the hosting hotel property as scheduled during dates of accommodations.

Sponsor is not responsible for any 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. Each 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 and any airfare fluctuations.

Grand Prize finalist's guest 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. Any provided tickets are subject to certain terms and conditions specified thereon. Finalist and guest must comply with all venue rules and regulations. All meals, gratuities, checked baggage fees, 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 finalist prize are the sole responsibility of the finalists. Sponsor not responsible for late, lost, damaged or stolen luggage.

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. 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 retail value of all available prizes: \$5,000.**

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 therefor. Sponsor not responsible for any lost or damaged baggage.

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.

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 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 Sweepstakes, the processing of entries or finalist selection process, 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.

Sponsor reserves the right to cancel, modify or terminate the Sweepstakes if fraud, misconduct, errors or technical failures destroy or threaten the integrity of the Sweepstakes, in the opinion of the Sponsor/Administrator, or if other errors of any

kind or technical problems of any kind 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 prize 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: 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 a Grand Prize winner are dependent upon the total number of eligible entries received from all entry methods combined.

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 2/13/2010 to: "Hooters Super Pool Party Sweepstakes", c/o LEJ Building, 4015 Wetherburn Way, Norcross, GA 30092. PLEASE SPECIFY which you are requesting, official rules or winners list. VT residents may omit return postage from rules requests only.

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

Sweepstakes Administrator: LEJ Building, 4015 Wetherburn Way, Norcross, GA 30092.