

# Hooters International Swimsuit Pageant – 2009 Viewer’s Choice Sweepstakes

## Official Rules

**NO PURCHASE NECESSARY TO VOTE, ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID IN THE 50 UNITED STATES (U.S.) 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 SWEEPSTAKES IF YOU DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.**

**Sweepstakes Name:** Hooters 2009 International Swimsuit Pageant “Viewers’ Choice” Sweepstakes (the “Sweepstakes”).

**Sweepstakes Dates:** Sweepstakes registration and voting is scheduled to begin at approximately **8:00:00pm Eastern Time (“ET”)** and end at approximately **10:45:00pm ET** (*following the Swimsuit of Choice Round in the Hooters Pageant*) **on 6/20/09** (the “Registration Period”) during the Hooters 2009 International Swimsuit Pageant (the “Pageant”). The Sweepstakes is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and where prohibited.

**Who may Enter:** Sweepstakes is open to legal residents of the 50 United States and D.C. 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, Hooters Restaurants** (“Sponsors”), **LEJ Sports Group, Million Dollar Media, LLC** (the “Administrators”), 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 grand children) and each of their respective spouses, regardless of where they reside.
- (b) Individuals who do not currently have either mobile phone service with an available “text” plan, or access to the internet as of 6/20/09 in order to submit an eligible vote and register for the Sweepstakes.

### **How to Enter – Two (2) Ways:**

1. **Text Entry:** Visit your participating local Hooters Restaurant location during the closed-circuit broadcast of the Hooters 2009 International Swimsuit Pageant or watch the on-line live broadcast stream of the pageant by visiting [www.Hooters.com](http://www.Hooters.com) and clicking the pageant broadcast link, beginning at approximately 8:00:00pm ET on **6/20/09**. Watch the Pageant broadcast to determine one or more of your favorite “Hooters Girl(s)” participating in the 2009 Pageant. Obtain the corresponding “**Code**” for your selected Hooters Girl(s) and Text that code to the designated Sweepstakes Short Code (**87000**). Each Hooters Girl participating in the 2009 Swimsuit Pageant will be assigned a unique Code for the Viewers’ Choice voting ranging between the approximate range of 1 to 140. (*Exact range will be promoted during the Pageant broadcast.*) Each Hooters Girl and their corresponding Text Code ( i.e. 1 – 140), along with the designated Short Code (87000), will be posted and made available at participating Hooters Restaurant locations during the Registration Period. Submit a text entry using your mobile phone by ‘texting’ the designated “Code” for your selected Hooters Girl(s) to the designated Short Code. Participating entrants may submit multiple text votes for the same Hooters Girl, or vote for multiple Hooters Girls during the Registration Period. Vote as often as you wish and for as many Hooters Girls as you wish during the Registration Period. **Each contestant who submits a text entry will automatically become a member of the Hooters Text Club.** Hooters Restaurants will send information about promotions, special offers, future contests and other event information directly to the mobile phone used to submit the text entry. Standard text messaging rates will apply. Text entries/votes must be **received by approximately 10:45:00pm ET** (*following the Swimsuit of Choice Round in the Hooters Pageant*) **on 6/20/09**.
2. **On-Line Entry:** To submit an on-line vote and entry, visit [www.Hooters.com](http://www.Hooters.com) during the “Registration Period” and click the link to the Hooters Pageant Viewers’ Choice voting page, or visit the Sweepstakes voting

and registration page directly at [www.HootersViewersChoice.com](http://www.HootersViewersChoice.com). Follow the on-line instructions, and proceed to the on-line Sweepstakes voting and registration page. Each entrant must fully complete the registration page with all required information including their complete name, address (*including city, state and zip*), mobile phone number (*including area code*), and valid email address. Each entrant must also select and ‘vote’ for one of the available Hooters Girls competing in the Pageant as their Viewers’ Choice. After having read and agreed to these Official Rules, click the submit button to submit your on-line vote and sweepstakes entry. All on-line votes/entries must be fully complete for all required information. Any on-line vote/entry submitted with an invalid email address or mobile phone number will be disqualified. Participating entrants may submit multiple on-line votes for the same Hooters Girl, or vote for multiple Hooters Girls during the Registration Period. Vote as often as you wish and for as many Hooters Girls as you wish during the Registration Period. Maximum of one vote per submission. **Any available opt-in opportunities are not required to submit your vote or register for the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning. Each contestant who submits an on-line vote/entry will automatically become a member of Hooters Text Club.** Hooters Restaurants will send information about promotions, special offers, future contests and other event information directly to the mobile phone used to submit the text entry. Standard text messaging rates will apply. Enter as often as you wish via on-line entry. On-line entries must be **received by approximately 10:45:00pm ET** (*following the Swimsuit of Choice Round in the Hooters Pageant*) **on 6/20/09**.

**By submitting a vote/entry, participants agree to join the Hooters Mobile Club and agree to be bound by & abide by the official rules of the Sweepstakes. Standard text messaging rates apply. Entrants may opt out of Mobile Club membership at any time by replying STOP to any message sent to your mobile phone, or email [Support@msnap.com](mailto:Support@msnap.com) with the message ‘STOP’ in the subject line, along with your mobile number in the message.**

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 email address, mobile number or name 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.

In the event of a dispute as to any on-line or text-entry registration, the authorized account holder of the e-mail address or 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 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. 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. All entries received become the property of the Sponsor and will not be returned.

**Winning Hooters Girl – Determining the Viewers’ Choice Hooters Girl Pageant Winner:** The Hooters Girl competing in the Hooters 2009 International Swimsuit Pageant who receives the most combined ‘votes’ from all eligible vote(s) submitted during Pre-Show voting at [www.HootersMagazine.com](http://www.HootersMagazine.com) between approximately 5/25/09 – 6/18/09, and all votes submitted via text or on-line submission during the Sweepstakes Registration Period on **6/20/09** will be designated as the “Viewers’ Choice” winner.

**Note: Any participant who submit a pre-show vote at [www.HootersMagazine.com](http://www.HootersMagazine.com) will not be entered into the “Viewers’ Choice” Sweepstakes drawing.** Eligible pre-show votes submitted at [www.HootersMagazine.com](http://www.HootersMagazine.com) will be used solely in the determination of the Hooters Girl Viewer’s Choice Pageant winner.

The Hooters Girl 'Viewers' Choice' winner will be as solely determined by Sponsor, based upon the Hooters Girl who is determined to have received the most eligible votes from all eligible voting methods combined. Sponsor not responsible for any votes that are lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for votes submitted in a manner that is not expressly allowed under these rules, or for any vote 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.

The Hooters Girl determined by sponsor as the Viewers' Choice winner will receive the Hooters Girl Viewers' Choice prize award. The prize is: \$5,000 Cash, payable to the winning Hooters Girl in the form of a check. In the event of a tie, Sponsor shall conduct a random drawing from among the tied Hooters Girls to determine the "Viewers' Choice" winner. The Hooters Girl determined to be the winner of the "Viewers' Choice" voting contest will be announced prior to the conclusion of the Hooters 2009 International Swimsuit Pageant broadcast.

**Viewer's Choice Sweepstakes – Grand Prize Winner Selection & Notification:** Each participant who has submitted at least one (1) eligible vote during the Sweepstakes Registration Period on **6/20/09** for the Hooters Girl that is determined as the "Viewers' Choice" winner will be placed into a random drawing. Participants will receive one entry into the grand prize drawing for each eligible vote they have submitted for the winning Viewers' Choice Hooters Girl. *(i.e. if a participant has submitted 5 votes for the Hooters Girl determined to be the Viewers' Choice winner, that participant will receive 5 entries into the grand prize drawing.)*

Sponsor shall conduct the grand prize drawing on or about **6/25/09** from among all eligible entries received on 6/20/09 via text and on-line entries combined to select one (1) potential grand prize winner (*all pre-show votes submitted via Hooters Magazine will be excluded*). Odds of being selected as the potential grand prize winner are dependent upon the total number of eligible entries received during the Registration Period on **6/20/09** from text and on-line voting submissions combined. Decisions of the Administrator in the selection and determination of grand prize winner and all matters relating to this Sweepstakes are final and binding.

Potential grand prize winner will be notified initially by phone to the mobile number submitted with their entry, and all entrants by participating agree to be contacted, recorded and/or broadcast by Sponsor. If the Administrator is unsuccessful in their attempt to reach and speak directly with the selected potential grand prize winner by phone after two attempts over a 48 hour period to the mobile 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*).

During the grand prize winner notification phone call, potential grand prize must confirm their eligibility, and indicate their willingness to accept the grand prize (*see prize description below*). If the selected grand prize winner does not meet the eligibility requirements, is unable or unwilling to accept the grand prize, or elects to decline the grand prize, then s/he will be disqualified, and at Sponsor's sole discretion, an alternate grand prize winner will be randomly selected and notified as per the procedures outlined above (*time permitting*) from among all remaining eligible entries received. Any disqualified contestant will not receive any alternate prize substitution or compensation.

Following the winner notification phone call, the eligible grand prize winner will receive an official grand prize notification letter via mail. All of the following will apply for the grand prize winner: 1) Winner will be required to complete and return, within 5 days of date of receipt, a Prize Acceptance Form, a W-9 form (if prize value exceeds \$600), an affidavit of eligibility, and a liability/publicity release (publicity release where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid driver's license as a condition of receiving any prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of all prizes won, if prize value exceeds \$600; 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 Award – Sweepstakes Winner:** A maximum total of one (1) grand prize will be awarded. Grand prize is: **2009 Pontiac Solstice**, with a maximum retail value not to exceed \$24,945. If the designated prize vehicle MSRP is under \$24,945.00, the winner will not be awarded the difference between the vehicle's actual MSRP and \$24,945.00.

The Grand Prize winner must take delivery of vehicle from designated Pontiac dealership nearest winner's home, or as otherwise instructed by Administrator. Administrator will solely designate and specify available vehicle including make, model, color and options for Grand Prize winner's prize award. Grand Prize winner may not substitute, exchange, or apply the vehicle's value towards a higher cost or alternate vehicle. Designated vehicle must be the Sponsor designated vehicle that is currently in designated dealer's stock of inventory. Administrator reserves the right to award an alternate year model vehicle (*i.e.* 2008), if the 2009 model is not available at the time of prize award. All other costs and expenses related to prize acceptance and use not specified herein as being provided are the sole responsibility of Grand Prize winner, including but not limited to tax, title, insurance, license and registration fees.

Grand Prize winner is responsible for paying any and all sales tax on prize award at time of delivery, estimated at approximately \$1,497 (based on a 6.0% tax value) but may vary depending on the state and county in which the vehicle is awarded. All income, federal, state and local taxes are Grand Prize winner's sole responsibility. All prize awards are non-transferable and no cash redemption or prize substitution allowed, except at Administrator's sole discretion or as provided herein. Administrator reserves the right to substitute a prize of comparable or greater value, at its sole discretion.

**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.

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 received entries 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 Contest, 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 contest 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 grand prize winner in a random drawing from among all eligible, non-suspect entries received as of the time/date of such termination.

If due to circumstances beyond the control of the Sponsor, any event associated with this contest or the prize is delayed, rescheduled, postponed or cancelled, Sponsor reserves the right, but not the obligation, to cancel or modify the contest and shall not be required to award a substitute prize.

**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 New Jersey; (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 New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of New Jersey or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of New Jersey.

**Official Rules & Winners List:** For a copy of these Official Rules or the name of grand prize winner, send a self-addressed stamped envelope to be received by 7/31/09 to: Hooters 2009 Viewers' Choice Sweepstakes, c/o LEJ Sports Group, 4015 Wetherburn Way, Norcross, GA 30092. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Sponsor:** Sweepstakes is sponsored by Hooters of America, 1815 The Exchange, Atlanta, GA.

**Administrator:** Sweepstakes is administered by LEJ Sports Group, 4015 Wetherburn Way, Norcross, GA 30092.