

Hooters 25th Anniversary Passport Program 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 THE DISTRICT OF COLUMBIA (“D.C.”) ONLY, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED.

Sweepstakes Dates: Sweepstakes registration is scheduled to begin on **1/11/08** and end on **12/25/08** (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 50 United States and District of Columbia (“D.C.”), who are age 18 or older as of date of entry, and have a valid driver’s license except the following classes of persons who are not eligible to enter:

- (a) Employees, officers, and directors of Hooters of America, Hooters Restaurants, (collectively “Sponsors”), LEJ Sports Group, MP Media & Promotions (the “Sweepstakes Administrators”), each of their respective franchisees, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and promotion agencies, and any and all other companies associated with the design or execution of this Sweepstakes (collectively “Released Parties”) and the members of the immediate families or households of any of the above, whether or not related. “Immediate family members” includes, for purposes of this Sweepstakes, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grand children (including step-grandchildren) and each of their respective spouses.
- (b) Individuals who are unable or unwilling to visit participating Hooters Restaurant locations during the registration period to enter the Sweepstakes.

How to Enter – Two Ways:

1. **Official Hooters Passport Entry Forms:** Official Passport Program entries (“passports”) will be made available (while supplies last) at participating Hooters Restaurant locations during normal business hours between the Registration Period. Passport availability may be limited (approximately **500** passports will be available for distribution at each participating Hooters Restaurant location during the Registration Period). Fully complete an official Passport with all required information including your complete name, address (*including city, state and zip code*), email address, birth date, and daytime and evening phone numbers (including area codes). Visit any (25) **different** participating Hooters Restaurant locations, and obtain a valid Stamp on your Passport from each location. For a complete list of Hooters Restaurant locations, visit hooters.com. Passports submitted with duplicate Hooters location stamps will be disqualified, and are not eligible to be redeemed for the Hooters Wing Party Certificate or Sweepstakes Grand Prize drawing (*see below*).

Redemption Instructions – Completed Passport Entries:

Submit your fully completed Passport via trackable delivery service (*Fedex, UPS, DHL*) or by certified mail to: Hooters Passport Wing Party Certificate & Sweepstakes, c/o MP Media & Promotions, 10608 Flickenger Lane, Suite 101, Knoxville, TN, 37922. No in-person deliveries of completed passports will be accepted at Hooters Restaurant locations or MP Media & Promotions. All completed Passport entries must be postmarked by **12/26/08** and received by **1/8/09**.

2. **Mail-In Sweepstakes Entry:** To enter by mail, handprint, on an approximately 3” x 5” card or piece of paper, your complete name, address (*including city, state and zip code*), email address, birth date, daytime and evening phone numbers (including area codes), and mail your entry in a #10, business-size envelope with first-class postage affixed to: Hooters Passport Sweepstakes, c/o MP Media & Promotions, 10608 Flickenger Lane, Suite 101, Knoxville, TN, 37922. Limit one mail-in entry per outer mailing envelope. **All mail-in entries must be postmarked by 12/26/08 and received by 1/8/09.**

Each eligible contestant to submit a fully completed Passport entry will receive a Hooters Wing Party Certificate (*see Wing Party prize description below*) and will be automatically entered into the Passport Sweepstakes grand prize drawing. Each mail-in entry received on a 3" x 5" card or piece of paper from an eligible contestant will be entered into the Passport Sweepstakes grand prize drawing, but will not receive a Hooters Wing Party Certificate. Completed passports will be returned to customers along with wing party certificates. All Mail-in Sweepstakes entries received become the property of the Sponsor and will not be returned.

Maximum of one entry per person, regardless of entry method. Contestants may only enter on their own behalf. Any contestant submitting more than one entry or submitting an entry on behalf of another individual will void all entries by that contestant. Information on all entries must be hand-printed. No mechanically reproduced or photocopied entries allowed. Incomplete or illegible entries will be disqualified. Sponsor not responsible for lost, late, misdirected, undelivered, illegible, incomplete, or damaged entries, or for entries submitted in a manner that is not expressly allowed under these rules. All such entries will be automatically void. All entries received become the property of the Sponsor and will not be returned.

Grand Prize Winner Selection & Notification: On or about **1/28/09**, a random drawing will be held from among all eligible entries received from all entry methods combined to select one (1) potential Grand Prize winner (*see Grand Prize description below*). Odds of being selected as Grand Prize winner dependent upon the total number of eligible entries received from all entry methods 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.

The potential Grand Prize winner will be notified initially by phone beginning on or about **1/29/09**. If the Administrator is unsuccessful in its attempts to reach and speak directly with the potential Grand Prize winner by phone after three attempts over a 72-hour period to the phone number(s) listed on that entrant's entry, then that entrant will be disqualified and, at Administrator's discretion, an alternate potential Grand Prize winner will be randomly selected from among the remaining eligible entries and notified as per the procedures outlined above.

During the Grand Prize winner notification phone call, potential winner must confirm his/her eligibility, and indicate his/her willingness to accept the prize. The potential Grand Prize winner will then receive official notification via certified or overnight mail delivery. If the potential Grand Prize winner does not meet the eligibility requirements, or elects to decline the Grand Prize, s/he will be disqualified and, at Administrator's discretion, 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.

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, an affidavit of eligibility, and a liability/publicity release (where permitted); 2) Winner will be required to present a copy of a valid social security card and a valid U.S. driver's license as a condition of receiving the prize; 3) Winner will be issued an IRS Form 1099 reflecting the actual value of the Grand Prize won; and 4) Winner will be responsible for paying all applicable taxes (including, but not limited to all income, local, state and federal taxes) on prize awarded. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. If forfeited for any reason, winner 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.

If winner is at least 18 years of age but still considered a minor in his/her jurisdiction of residence, Administrator may, at its sole discretion, award the prize in the name of his/her parent or legal guardian who will be responsible for fulfilling all requirements imposed on winner set forth herein.

Prize Descriptions:

Hooters Wing Party Coupon: Each eligible contestant who submits an official Hooters Passport with valid stamps from (25) **different** Hooters locations as required by these official rules will receive a Hooters Wing Party Coupon Certificate. Wing Party Coupon Certificate will be sent by mail to each eligible contestant following verification of an eligible submission. Allow 6 – 8 weeks for delivery. Certificate is valid for 200 Hooters Chicken Wings only

(excludes celery, bleu cheese, drinks). Dine in only. Certificate is valid for redemption only Mon – Thu between 3:00 – 8:00pm, through 3/31/09. Certificate valid at participating Hooters Restaurant locations only, and requires customer to call ahead to provide 48 hours notice of redemption at participating location. Approximate Retail Value (“ARV”) of each certificate: \$125. Maximum of one certificate per person.

Grand Prize: A maximum of one (1) prize will be awarded to the randomly selected Grand Prize finalist. The Grand Prize is: **\$25,000 Cash.**

Grand Prize winner must take delivery of prize at designated Hooters Restaurant location nearest winner’s home, or as otherwise instructed by Administrator. 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. 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. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded, except as provided herein.

Additional Rules & Restrictions: By participating in this Sweepstakes, entrants agree to abide by and be bound by the Official Rules and the decisions of the 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 agencies to use winners’ names and/or likenesses for purposes of advertising and trade in any media worldwide without limitation or further compensation unless prohibited by law. False, fraudulent or deceptive entries or acts shall render entrants ineligible for any prize.

Sponsor and Administrator are not responsible for any typographical or other error in the printing or advertising of the offer, administration or execution of the Sweepstakes or in the announcement of the prizes/prize winners. By accepting prizes, winners agree to hold Released Parties, 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 related thereto), and to assume all liability in connection therewith.

Releasees 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 Releasees’ sole control. No more than the advertised maximum number of prizes will be awarded for any reason.

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 Sweepstakes, 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 Sweepstakes, but in no event attorneys' fees; 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.

Odds: Odds of being selected as the 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 2/10/09 to: Hooters Passport Sweepstakes, c/o MP Media & Promotions, 10608 Flickenger Lane, Suite 101, Knoxville, TN, 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, 37922.