

# Hooters 25<sup>th</sup> Anniversary Scratch Card 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 (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.**

**Sweepstakes Name:** Hooters 25<sup>th</sup> Anniversary Scratch Card Sweepstakes (the “Sweepstakes”).

**Sweepstakes Dates:** Sweepstakes is scheduled to begin on **1/25/08** and is scheduled to **end on 12/26/08**, or when game piece supplies run out, whichever is earlier (the “Sweepstakes Period”). Game pieces will be distributed on the 25<sup>th</sup> of each month between the Sweepstakes Period, or on the 26<sup>th</sup> of any month in which a participating store is closed on the 25<sup>th</sup> (*i.e.* 12/25/08). 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 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 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 (“Sponsor”), LEJ Sports Group (“Administrator”), MP Media & Promotions, 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, 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.

**Obtaining a Game Piece – Hooters 25<sup>th</sup> Anniversary Scratch Card:** Approximately 250 official Hooters 25<sup>th</sup> Anniversary Scratch Card game pieces (each a “game piece”) will be available for distribution on the 25<sup>th</sup> of each month between the Sweepstakes Period at participating Hooters Restaurant locations. Obtain a game piece (while supplies last) in either of the following two (2) ways:

1. During the Sweepstakes Period, visit any participating Hooters Restaurant location on the 25<sup>th</sup> of each month (*or the 26<sup>th</sup> of any month in which a participating store is closed on the 25<sup>th</sup> of that month – i.e. 12/26/08*), and order any menu item from your server. Each eligible customer will receive a Hooters 25<sup>th</sup> Anniversary Scratch Card game piece from his/her Hooters Girl, while supplies last. (Approximately the first 250 customers.) There is a maximum of one (1) game piece per eligible customer per event date, regardless of how many orders are placed or the number of visits on a particular event date.
2. To receive a free game piece by mail while supplies last, send a hand printed, self-addressed stamped #10 envelope along with a 3” x 5” card hand printed with your complete name, address (no P.O. Boxes), city, state, zip code, birth date and daytime and evening phone numbers (with area code) to: Hooters 25<sup>th</sup> Anniversary – Free Game Piece Request, c/o Million Dollar Media, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095. (If you do not have a telephone, indicate “No Phone”.) Free game piece requests must be received by 12/26/08, and will be honored while supplies last. Vermont residents may omit return postage. Each request must be mailed separately, and must be original and handwritten. Limit one (1) game piece request per month; and limit of one (1) game piece per request; and one (1) request per stamped outer mailing envelope. No mechanically reproduced, computer generated or photocopied game piece requests permitted. All such requests will be void, and will not be fulfilled. Sponsor not responsible for lost, late misdirected, illegible, incomplete, damaged, mutilated, or postage due mail or game piece requests.

Game pieces obtained outside authorized and legitimate channels will be void and ineligible for any prize redemption.

**How to Play – Instant Win Scratch Area:** Gently and carefully remove a maximum of any (6) scratch off surfaces from the available (30) squares in the “\$25,000 Instant Win” scratch off section (the “Hooters 25<sup>th</sup> Anniversary Note”). **Game piece is void if more than (6) squares in the “\$25,000 Instant Win” scratch off section are scratched, removed, revealed or damaged in any manner for any reason, in whole or in part.** In order to be eligible to claim the grand prize, you must reveal the (6) grand prize winning Hooters 25<sup>th</sup> Anniversary Logos, without having scratched or revealed any square or surface covering a non-winning symbol (Sorry) per the requirements of these Official Rules.

**Important:** If the scratch off surface covering any of the (24) squares printed with a non-winning symbol are wholly or partially scratched, removed or revealed for any reason, or if the scratch off surface covering a non-winning square has been damaged or tampered with in any manner, the game piece is void and not eligible for any grand prize claim. Any additional marks, scratches, damage or pin holes on the scratch off surface of any non-winning square will void the game piece, and will disqualify any eligible prize claim or prize redemption. If the symbol beneath the scratch off surface has been damaged, destroyed, made illegible, altered, manipulated or removed in any manner, for any reason, then the game piece is void, and will not be eligible for prize redemption. Scratch cards received in a condition with any squares that are scratched, damaged or revealed in whole or in part are void, and not eligible for any grand prize claim, and may only be redeemed for a replacement card.

All game pieces submitted for prize redemption are subject to verification and approval prior to prize award. Game pieces present for prize claims must be the original game piece. Game pieces that are damaged, destroyed, lost, mutilated, duplicated, fraudulent, forged, altered, copied, hand printed, water damaged, manipulated or tampered with in any way, or which are defective or that contain any computer programming, printing, production, mechanical, or typographical errors or errors in production, will be considered null and void and will not

be eligible for prize redemption. Contestants in possession of a defective game piece may only receive a replacement game piece in exchange for defective card.

Sponsor's liability for any game piece received by a participant in a condition with any scratches, marks, pin holes or damage to any portion of a scratch off surface that covers a square that is not fully revealed is limited to replacement with another game piece, while supplies last. However, replacements will not be issued for any game pieces deemed void as a result of acts by the entrant, including but not limited to forgery, mutilation and tampering. Any error, omission or defect in printing, production or seeding that changes the odds of winning on any game piece will render all such game pieces void.

#### **How to Claim a Grand Prize – Redeeming Potential Grand Prize Winning Game Pieces:**

*[DO NOT submit potential grand prize winning game pieces to Hooters personnel as they cannot be redeemed through this method.]*

All potential grand prize winning game pieces, if any, must be redeemed as follows: Eligible participants who possess a potential Grand Prize winning game piece should notify a store manager immediately, but do not submit game piece to Hooters personnel. Store manager will provide contestant with an "Official Grand Prize Claim Form" to complete and submit with winning game piece as per the instructions outlined below. Participants in possession of a potential Grand Prize winning game piece are required to fully complete and sign the back of their original potential grand prize winning game piece, make **two photocopies of the front and back of the card** (as proof of mailing does not constitute proof of receipt / delivery), and submit the original winning game piece along with the completed Grand Prize Claim Form, and one photocopy of the front and back of the card **via overnight or certified mail to:**

**Hooters 25<sup>th</sup> Anniversary – Grand Prize Redemption  
c/o Million Dollar Media, LLC  
1460 Route 9 North – Suite 201  
Woodbridge, NJ 07095**

Participants are required to retain a photocopy of the front and back of the completed game piece being submitted for their own records. Grand prize claims are subject to verification of eligibility, original valid game piece, and compliance with the terms of these official rules and approval by Sweepstakes Administrator. All Grand Prize claims must be received by **1/12/09**.

All participants who redeem valid winning game pieces for the Grand Prize will be contacted by phone and/or certified mail and will be required to execute and return, within 5 days of written notification, (1) a prize acceptance form; (2) an affidavit of eligibility and liability release; (3) W-9 form, and, (4) unless prohibited by law, a publicity release, or prize will be forfeited and Sponsor will have no further obligation to such winners.

Any game pieces presented or received for grand prize redemption after the above stated deadlines shall be void and ineligible for any prize claim or redemption. Only game pieces that are actually received for verification in accordance with these rules are eligible for prize redemption.

**2<sup>nd</sup> Chance Drawing – How to Enter:** Any eligible participant in possession of a non-winning game piece may enter the 2<sup>nd</sup> Chance random drawing for a chance to win one of (25) monthly Bonus Prize awards. To enter the 2<sup>nd</sup> Chance Drawing, complete the back of your original, non-winning game piece with your complete name, address (no P.O. Boxes), city, state, zip code, email address and daytime and evening phone number with area code (if you do not have a phone, indicate "No Phone"). Drop completed non-winning game piece into the registration box available at participating Hooters Restaurant locations.

Game pieces submitted for the 2<sup>nd</sup> Chance Drawing entry must be received at participating Hooters Restaurant locations by close of business on the 25<sup>th</sup> of each month in order to enter that month's 2<sup>nd</sup> Chance Bonus Prize drawing. Maximum of one entry per person per month for the 2<sup>nd</sup> Chance Bonus Prize drawing.

**2<sup>nd</sup> Chance Drawing – Bonus Prize Winner Selection:** A random drawing will be held on or about 5<sup>th</sup> of each month following each Bonus Prize Registration Period from among all eligible 2<sup>nd</sup> Chance entries received. A total of twenty-five (25) 2<sup>nd</sup> Chance Bonus Prize winners will be randomly selected. Odds of winning are dependent upon the total number of eligible 2<sup>nd</sup> Chance entries received.

Potential 2<sup>nd</sup> Chance Bonus Prize Drawing winners will be notified initially by phone on or about the 10<sup>th</sup> of each month following a Bonus Prize Drawing, then by mail. Potential 2<sup>nd</sup> Chance Bonus Prize winners must confirm his/her eligibility during notification phone call.

Upon verification of the foregoing, such potential 2<sup>nd</sup> Chance Drawing Bonus Prize winner must execute and return within 5 days of written notification, a prize acceptance form, a W-9 form, an affidavit of eligibility and liability release, and unless prohibited by law, a publicity release. If the potential 2<sup>nd</sup> Chance Drawing Bonus Prize winner does not meet the eligibility requirements, does not wish to accept the prize, fails to timely return all required documents fully-executed for any reason, or is otherwise not in compliance with these rules, s/he will be disqualified and, at Sponsor's discretion, an alternate winner will be randomly selected from among the remaining eligible entries received and notified as per the procedures outlined above (time permitting). If entrant indicated "No Phone" on his/her entry, then notification will only be via overnight delivery, and winner will be required to respond and return the required completed documents as outlined above within 5 days of receipt.

#### **Prize Awards & Descriptions:**

**Grand Prize:** The grand prize is: \$25,000 Cash. Grand prize winner, if any, will be issued an IRS Form 1099 reflecting the actual value of the prize. Grand prize winner, if any, will receive grand prize award in the form of a check within approximately 2 to 4 weeks, after receipt

of all required documents, verification of prize claim and valid winning game piece, and claim approval. In the event there are no eligible grand prize claims submitted as required by these Official Rules, then the grand prize will not be awarded. Maximum of one grand prize will be awarded to the first eligible grand prize claim received at each participating location. All income taxes (federal, state and local) and any other costs and expenses associated with acceptance and use of the prize not specified herein as being awarded are the sole responsibility of the winner.

**Bonus Prize: The bonus prize is: \$1,000 Cash.** A total of (25) bonus prizes will be awarded each month during the Sweepstakes Period, for a maximum total of (300) total Bonus Prize award winners. Maximum of one bonus prize award per person or household during entire Sweepstakes Period. Each bonus prize winner will be issued an IRS Form 1099 reflecting the actual value of the prize. All income taxes (federal, state and local) and any other costs and expenses associated with acceptance and use of the prize not specified herein as being awarded are the sole responsibility of the winner.

**Total ARV of all available prizes to be awarded: \$325,000.** All prizes 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 (or portion thereof) or comparable or greater value, at its sole discretion. Winners are responsible for all federal, state and local taxes as well as any costs and expenses associated with the acceptance and use of any prizes not specified herein as being awarded or included as part of the prize. All prize details are at Sponsor's sole discretion.

All validly claimed prizes will be awarded, subject to verification of eligibility, game piece and compliance with the terms of these rules. Any unclaimed prizes will not be awarded. In the event an eligible contestant does not successfully scratch the (6) winning Hooters 25<sup>th</sup> Anniversary Logos on a valid game piece during the Sweepstakes Period, then the grand prize **will not be awarded**.

**Additional Rules & Restrictions:** By participating in this Sweepstakes, entrants agree to abide by and be bound by these Official Rules and the decisions of the Sponsor and Sweepstakes Administrator, which shall be final and binding 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 devised worldwide 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.

Releasees are not responsible for lost, late, misdirected, illegible, incomplete, damaged, mutilated, inaccurate, undelivered, delayed or postage due game piece requests, game pieces, prize claims, 2<sup>nd</sup> Chance entries or mail, or for any mechanical, seeding, typographical, printing, human or other error or problem relating to or in connection with the Sweepstakes, including without limitation, errors or problems which may occur in the printing or advertising of the Sweepstakes, in connection with the administration or execution of the Sweepstakes, the processing of game piece requests, 2<sup>nd</sup> Chance entries or prize claims or in the announcement of the prizes/prize winners. By participating, participants 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, directly or indirectly, in whole or in part, participant'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 ravel or activity related thereto), and to assume all liability therefore.

Releasees shall not be liable to a winner or any other person for failure to supply a 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.

Sponsor reserves the right, at its sole discretion, to cancel, modify or suspend the Sweepstakes in the event of tampering, fraud, error, unauthorized human intervention or other causes beyond the control of Sponsor which corrupt or affect the security, fairness, conduct or proper administration of the Sweepstakes, and if cancelled, Sponsor may, at its discretion, award the 2<sup>nd</sup> Chance Bonus Prize awards in a random drawing from among all eligible, non-suspect 2<sup>nd</sup> Chance entries received up to time of such action.

No more than the advertised maximum number of prizes will be awarded for any reason. If due to printing, production, seeding, typographical, human or other error, the number of valid prize claims received at any prize level exceeds the number of prizes intended to be awarded at such level as stated herein, Sponsor reserves the right to conduct and award the stated number of prizes for such level in a random drawing from among all valid, non-suspect prize claims received for that level. Any claims received after a prize has been exhausted for any particular prize level will be void.

**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 receive 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.

**Odds of Winning:** Odds of revealing the six winning “Hooters 25<sup>th</sup> Anniversary Logos” on a potential Grand Prize winning game piece are 1:593,775. Odds of winning a Bonus Prize Award are dependent upon the total number of eligible entries received in each scheduled Bonus Prize drawing.

**Official Rules & Winners List:** For a copy of these Official Rules or the name of prize winner(s) (available after **1/25/09**) send a self-addressed stamped envelope to be received by 1/25/09 to: Hooters 25<sup>th</sup> Anniversary Scratch Card Sweepstakes, c/o LEJ Sports Group, 4015 Wetherburn Way, Norcross, GA 30092. PLEASE SPECIFY which you are requesting.

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

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

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