

# Hooters Restaurants \$100,000 Bracket Challenge

## OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE DOES NOT IMPROVE CHANCES OF WINNING. THE FOLLOWING CONTEST IS VALID IN THE U.S. 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.**

**Contest Name:** Hooters Restaurants \$100,000 Bracket Challenge (the “Contest”).

**Contest Dates:** Contest registration is scheduled to begin on **3/1/2011** and is scheduled to **end at 11:00am EST on 3/17/2011** (the “Registration Period”). The Grand Prize Contest is scheduled to occur between 3/17/2011 – 4/4/2011 during the designated 2011 Men’s College Basketball Tournament. Contest is subject to all applicable federal, state and local laws and regulations and is void outside the U.S. and where prohibited.

- **Designated Tournament:** 2011 Men’s College Basketball Tournament being played between 3/17/2011 – 4/4/2011, with the Semi-Final & Championship games to be held in Houston, TX.

**Who May Enter:** Contest is open to the **first 25,000 entrants** who are legal residents of the United States or District of Columbia (DC), **age 21 or older** as of date of entry, and have a valid U.S. driver’s license or government issued ID except the following persons who are not eligible to enter or win:

- (a) Employees, officers, and directors of **participating Hooters Restaurant locations** (collectively “Sponsor”), **Million Dollar Media, LLC** (the “Administrator”), 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. Participating Hooters locations include:

Store	Address	City	State	Zip
Newark Wings L.L.C.	207 Capital Trail	Newark	DE	19711
N.C. Wings L.L.C.	194 South Dupont Highway	New Castle	DE	19720
A.C. Wings L.L.C.	2821 Boardwalk	Atlantic City	NJ	08401
Hackensack Wings L.L.C.	41 Route 4 East	Hackensack	NJ	07601
P.R. Wings L.L.C.	393 Rt 17 South	Paramus	NJ	07652
Princeton Wings L.L.C.	400 Mercer Mall	Lawrenceville	NJ	08648
Eagle Wings L.L.C.	3620 Street Road	Bensalem	PA	19087
Concord Wings L.L.C.	1122 Baltimore Pike	Concordville	PA	19342
K.P. Wings L.L.C.	240 N Gulph Road	King of Prussia	PA	19406
Warwick Wings L.L.C.	667 Airport Road	Warwick	RI	02886
Brunswick Wings L.L.C.	195 New Jersey 18	East Brunswick	NJ	08816

- (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 Registration:** Be one of the first (25,000) eligible contestants to visit the contest website at [www.hootersbracket.com](http://www.hootersbracket.com) during the “Registration Period” to connect to the Contest registration page. Fully complete the on-line registration with all required information, including your name, complete address (*including city, state and zip*), valid email address, birth date, and phone number (*including area code*). Each registrant will designate their own ‘Screen Name’, and must enter their username (email address) and password. The designated ‘Screen Name’ will be displayed on the ‘Standings Page’ during the contest. Each registrant’s username (email address) & password will allow participants to return to the contest site to Log-in and view their prediction, points and standings.

After having read and agreed to these Official Rules, click the submit button to submit your on-line registration. All entries must be fully complete for all required registration information. Any entry submitted with an invalid email address will be disqualified. **Maximum of one entry per person or per valid email address.** Any contestant submitting more than one entry will void all entries by that contestant.

**Eligible Entries – Open to the first 25,000 eligible entries received by 11:00am EST on 3/17/2011:** Only the first (25,000) eligible entries received from contestants who have successfully completed the bracket prediction entry will be eligible to participate in the grand prize contest (*see below*). Any additional entries after the first (25,000) entries have been received are ineligible to participate or win any prize, regardless of the accuracy of their submitted bracket prediction.

**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. By participating and submitting an entry, contestant agrees that sponsors and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make contestant aware of information pertinent to the contest, and to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or purchase incentives.**

Contestants may opt-out of any further email communication at any time by simply replying REMOVE to any email message, or following the provided opt-out instructions.

**Bracket Prediction – Must be completed and submitted by 11:00am ET on 3/17/2011:**

Bracket predictions must be completed and submitted between:

- 3/13/2011 – Following team selection announcements for the designated Men’s College Basketball Tournament
- 3/17/2011 – Prior to 11:00am ET

Bracket: Once the designated 2011 Men’s College Basketball Tournament team selections have been announced on 3/13/2011 – all registered or newly registering participants must fully complete the provided Bracket Prediction form on the Edit/Update Picks page of the contest website.

Tie-Breaker: Each participant will also be required to submit their prediction of the **Total Cumulative Points** to be scored in the Championship Game on 4/4/2011. Any contestant who failed to complete the Total Cumulative Points ‘tie-break’ prediction will be assigned a point total of 0 cumulative points for the Championship Game.

Save Picks: Participants are required to click the ‘**Save Picks**’ button on the contest website to save their bracket predictions selections, cumulative score prediction or updates to their predictions. Any changes or predictions made without clicking the ‘Save Picks’ will not be saved or recognized for this contest.

Completed bracket prediction entries must be **received by 11:00am ET on 3/17/2011** in order to be eligible to participate or claim any prize. Any registered participant or contestant who fails to fully or correctly complete the on-line registration form, or fully and correctly complete the required Bracket Prediction for all (63) games in the designated tournament (and Save their picks) will be disqualified from the contest and will be ineligible to claim any prize (*see below*). Any bracket prediction not received by the required deadline for any reason including, but not limited to transmission error, internet problems, equipment or website malfunction, internet traffic or errors caused by viruses or hackers will be disqualified. Sponsor is not responsible for any delays or difficulty in receipt an eligible contestant’s Bracket Prediction that prevents participation.

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 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 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 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. All entries received become the property of the Sponsor and will not be returned.

**Scoring – Bracket Points:** Each eligible participant who has successfully completed the on-line registration and bracket prediction as required by these Official Rules will receive 1-point for each of the (63) games for which they have correctly predicted the winning team. Any incorrect predictions will receive 0 points. The maximum point total for correctly predicting the winning team in every game played during the designated Men’s College Basketball Tournament is 63 points. At the completion of the designated tournament, each eligible contestant bracket prediction received will be compared to the actual bracket outcome.

Tie Breaking Procedures – Bracket Winner: In the event of a tie among any point leaders in the Bracket prediction, the tie-breakers to determine the ‘Bracket Winner’ for the 1<sup>st</sup> place prize package shall be as follows:

- Contestant who has predicted closest to the actual Cumulative Points total in the Championship game, regardless if the prediction is higher or lower than the actual point total.
- In the event of a remaining tie among any eligible contestants, the tie-breaker shall then be a random drawing conducted by the Contest Administrator.

In order for the grand prize to be awarded, an eligible contestant must correctly predict all (63) games in the designated Men’s College Basketball Tournament, thereby scoring a perfect 63 points. **If no eligible contestant correctly predicts all 63 games, then the Grand Prize will not be awarded.**

In order for the bonus prize to be awarded, an eligible contestant must correctly predict (60) or more games in the designated Men’s College Basketball Tournament, thereby scoring 60 or more points. If no eligible contestant correctly predicts 60 or more games, then the **Bonus Prize will not be awarded.**

**Prize Awards:** The following prize awards will be available to eligible contestants participating in the Contest:

Grand Prize – Predict all (63) Games Correctly (“Perfect Bracket”): If an eligible contestant correctly predicts all (63) games in the designated Men’s College Basketball Tournament, they will be eligible to claim the grand prize subject to verification of compliance with these official rules. The grand prize is: **\$100,000 Cash.**

**A maximum of one (1) grand prize will be awarded.** In the event of multiple winning entries, then the cash value of the grand prize will be evenly distributed among eligible winning contestants. **If no eligible contestant successfully completes the grand prize winning requirements, then the grand prize will not be awarded.**

Bonus Prize – Predict (60) or more Games Correctly: If an eligible contestant correctly predicts (60) or more games in the designated Men’s College Basketball Tournament, they will be eligible to claim the bonus prize subject to verification of compliance with these official rules. The bonus prize is: **\$10,000 Cash.**

**A maximum of one (1) bonus prize will be awarded.** In the event of multiple winning attempts, then the cash value of the bonus prize will be evenly split among eligible winning contestants. If no eligible contestant successfully completes the bonus prize winning requirements, then the bonus prize **will not be awarded.**

1<sup>st</sup> Place Prize – Most Correct Games (“Bracket Winner”): The eligible contestant who predicts the most games correctly, thereby earning the most points in the bracket challenge, will be eligible to claim the 1<sup>st</sup> Place Prize subject to verification of compliance with these official rules. The 1<sup>st</sup> Place prize is: **Sony 42-inch HDTV with a maximum retail value not to exceed \$750.** Winner must accept delivery of prize as specified by Sponsor. Prize does not include any other costs or associated expenses including delivery and installation costs.

**A maximum of one (1) 1<sup>st</sup> Place prize will be awarded.** In the event of multiple contestants being tied for the most games predicted correctly, then the tie breaking procedures (*see above*) will apply for determining the 1<sup>st</sup> Place winner.

**All prize awards are non-cumulative. Maximum of one prize award per participating contestant.** All applicable 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 prizes: **\$110,000 Cash.**

All of the following will apply for each prize winner: 1) Winner will be required to complete and return, within 5 days of date of receipt, a W-9 form (if prize value exceeds \$600), 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 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, 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.

**Additional Rules & Restrictions:** By participating in this Contest, 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 Contest. 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 Contest 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 Contest, 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 thereof.

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 Contest. 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 Contest, including, without limitations, errors which may occur in connection with the printing or advertising of this Contest, administration or execution of the Contest, 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 Contest 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 Contest as determined by Sponsor/Administrator, in their sole discretion. In the event of early termination of the Contest, 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.

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 names of prize winners, send a self-addressed stamped envelope to be received by 6/4/2011 to: Hooters Bracket Challenge, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting: Official Rules or Winners List.

**Sponsor:** This Sweepstakes is sponsored by Attila Wings.

**Administrator:** This Sweepstakes is administered by Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.