

Hooters Win a Truck Sweepstakes **Official Rules**

NO PURCHASE NECESSARY. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCE OF WINNING. THE FOLLOWING SWEEPSTAKES IS VALID ONLY IN THE 48 CONTIGUOUS UNITED STATES AND DISTRICT OF COLUMBIA (“D.C.”), AND IS OPEN ONLY TO ELIGIBLE ENTRANTS. VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS SWEEPSTAKES, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE SWEEPSTAKES IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

1. **SWEEPSTAKES PERIOD:** The Sweepstakes begins at 12:00:01 a.m. Eastern Time (“ET”) on 8/18/17 and ends at 11:59:59 p.m. ET on 11/19/17 (“Sweepstakes Period”). For purposes of these Official Rules, all times are given in Eastern Time. The Sweepstakes computer is the “official computer” and official time keeping device for this Sweepstakes.

2. **WHO MAY ENTER:** Sweepstakes is open only to individuals who are legal residents of, and physically located within, the (48) Contiguous United States and D.C., who are at least 18 years of age or older as of date of entry, and who 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, managers and directors and assigns of **Hooters Restaurants, Hooters of America, LLC, Chase Elliott, Chase Elliott Endorsements, LLC, Chase Elliott Motorsports, LLC, Hendrick Motorsports, LLC** (collectively “Sponsors”) and **Million Dollar Media, LLC** (the “Administrator”), other participating sponsors, each of their respective officers, directors, employees, assigns, franchisees, parents, affiliated companies, subsidiaries, agents, licensors, 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 grandchildren) and each of their respective spouses, regardless of where they reside.

All winners shall bear all risk of loss or damage to their prize after it has been delivered. The Released Parties make no representations or warranties of any kind concerning the appearance, safety or performance of any prize, except for any express manufacturer’s warranty as may be included with the prize. Except where prohibited by law, all winners grant to Sponsor the right to print, publish, broadcast and use worldwide in any media now known or hereinafter known, the winner’s name, address, voice, statement, picture or other likeness, without notice, attribution, or additional compensation, for public relations, advertising and promotional purposes as may be determined by Sponsor.

3. **HOW TO ENTER – Two (2) Ways:**
 - a. **Hooters 24 Entry:** Visit Hooters24.com during the Sweepstakes Period and connect to the Sweepstakes registration page, then follow the online instructions to complete the Hooters e-club sign-up form with all required information, including your name, valid email address, complete address (*including city, state and zip*), phone number (*including area code*), and date of birth. After having read and agreed to the Official Rules, click the submit button to submit your online Hooters e-club registration and Sweepstakes entry.
 - b. **Email:** To submit an entry without registering for the Hooters e-club, during the Sweepstakes Period submit an email to: HootersTruck@mdmgames.com, and include in the body of the email your first and last name, valid email address, complete address (*including City, State and Zip Code*), phone number (*including area code*), date of birth, and designated “Favorite” Hooters Restaurant location, along with ‘Hooters Win a Truck Sweepstakes’ in the subject line of the email.

All entries must be fully completed and submitted by 11:59:59 pm ET on 11/19/17 to be eligible for grand prize drawing (see prize drawing details below).

Limit one (1) entry per person/authorized email account holder regardless of entry method in the Sweepstakes. Any attempt by an entrant to obtain more than the stated number of entries allowed using multiple/different identities, and/or any other methods will void that entrant's entries and that entrant may be disqualified from the Sweepstakes

Any incomplete or illegible entries, any entries submitted not in compliance with these Official Rules, or any entries submitted with an invalid or false email address or phone number 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 Official 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 for any reason including programming or technical errors, or effects of hackers or failure of any electronic equipment, computer or cellular transmissions and/or network connections; all of which will be disqualified.

Any available opt-in opportunities are not required to enter the Sweepstakes, and checking the opt-in boxes will not improve your chances of winning. Entrants may opt out of Email Club membership at any time, without affecting their entry(ies), by replying UNSUBSCRIBE to any email message, or following provided opt-out instructions.

By participating and submitting an entry, entrant agrees that Sponsor and participating parties are authorized to contact entrant via email, mail, phone or any other form of media to make entrant aware of information pertinent to the Sweepstakes, contact and publicize potential winners, and, if an entrant selects to receive additional information from Sponsor or Administrator on the entry form, to distribute information regarding the Sponsor(s) featured products, special events or promotional offers, or coupons. Entrants 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. All information submitted to Sponsor as part of this Sweepstakes will be treated in accordance with Sponsor's privacy statement, available at <https://www.hooters.com/privacy-policy>. Entrants must fully complete and submit all non-optional data requested on the online entry form to be eligible. Entrants have the right to withdraw and correct their personal data, but entrants are not allowed to re-submit their entries. Directions on procedures for submitting corrections to personal data are provided in the privacy policy of Sponsor.

4. PRIZE DETAILS:

Grand Prize – One (1) 2018 Chevrolet Silverado 1500 LTR double cab 2-wheel drive in Summit White, with a maximum MSRP not to exceed \$33,105. Grand Prize is being provided on an as-is, where-is basis, without warranty of any kind. Winner must look to vehicle manufacturer for all warranty claims. Sponsor will solely designate and specify available vehicle including make, model, color and options for Grand Prize winner's prize award. Actual prize may differ from promotional images. 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 (*i.e.* 2017), if the 2018 model is not available at the time of prize award.

Winner must accept delivery of vehicle from dealership located near winner's residence or as otherwise specified by Sponsor in its sole discretion, on or before December 31, 2017. If Grand Prize is not picked up at dealership or sponsor's designated location within 30 days of required date, winner bears risk of loss or damage; after 30 days, the prize is considered forfeited and an alternate winner will be selected at random. Winner must provide proof of valid driver's license and insurance before accepting possession of the vehicles; failure to show same may result in prize forfeiture and selection of an alternate winner.

If the designated prize vehicle MSRP is under \$33,105, the winner will not be awarded the difference between the vehicle's actual MSRP and \$33,105. Grand Prize winner is responsible for paying any and all sales tax on prize award at time of delivery; failure to pay may result in prize forfeiture and selection of alternative winner.

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, registration fees, and all other costs incurred in claiming, registering, or using the vehicle.

General Prize Conditions: All income, federal, state and local taxes are Grand Prize winner's sole responsibility. All grand prize awards are non-transferable and no cash redemption or prize substitution allowed by winner, 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.

Coupon Giveaway: All entrants who have submitted a valid entry into EITHER the Hooters When Chase Wins, You Win Sweepstakes OR the Hooters Win a Truck Sweepstakes, as of the applicable associated Cut-Off Date (as defined below) will be entitled to receive from Sponsor the following:

- For every **first, second, third, fourth or fifth place finish** by Chase Elliott's No. 24 racing team officially recorded in the 2017 NASCAR Cup Series sanctioned stock-car races, Sponsor will provide to each eligible entrant one (1) free Mountain Dew beverage coupon for use at select retailers. Coupon will be sent to each eligible entrant's email address submitted by entrant as part of Sweepstakes entry. Coupon is redeemable for up to two (2) weeks after applicable race day. ARV for prize is \$2.99.
- For every **first-place finish** by Chase Elliott's No. 24 racing team officially recorded in the 2017 NASCAR Cup Series sanctioned stock-car races, Sponsor will provide to each eligible entrant one (1) Sponsor coupon (for use at participating Sponsor locations) to receive one (1) free appetizer from a select Sponsor menu including Fried Pickles, Cheese Sticks and Lots-A-Tots. Coupon will be sent to each eligible entrant's email address submitted by entrant as part of Sweepstakes entry and is redeemable for up to two (2) weeks after the applicable race day. ARV for prize is \$6.49.

NOTE: There is a maximum of one coupon offer available per person per race date, regardless of whether entrants have submitted an entry into EITHER Hooters When Chase Wins, You Win Sweepstakes OR Hooters Win a Truck Sweepstakes. No individual will receive more than one coupon offer per race date, regardless of the number of Hooters Sweepstakes they have entered. Sponsor is not responsible for any failure by entrant to receive or use a coupon prize. Coupon prizes are subject to all terms and conditions listed on coupon. Each "**Cut-Off Date**" will be 8:00:00 am ET of the calendar day of each of the NASCAR* Cup Series sanctioned stock-car races (current race schedule available here). Entries received after each Cut-Off Date will be eligible for any coupon prizes awarded in the subsequent stock-car race.

Winner Selection and Notification:

Grand Prize: On or about **11/20/2017**, a random drawing will be held from among all eligible entries received to select one (1) potential Grand Prize winner. The potential Grand Prize winner will be notified in person on or about **11/21/2017** between approximately 11:00 am ET and 8:00 pm ET at their designated 'Favorite' Hooters Restaurant location as selected during time of registration, or notified as otherwise determined by Sponsor. Odds of winning depend upon the total number of eligible entries received.

Alternative Method of Notification: If the selected potential Grand Prize winner is not present at their designated Favorite Hooters Restaurant location between 11:00 am ET and 8:00 pm ET on or about **11/21/2017**, such potential grand prize winner shall be subsequently notified by phone and/or email.

Winner Notification: If the Administrator is unsuccessful in its attempt to reach and speak directly with a potential Grand Prize winner in person, or by phone and/or email after two (2) attempts, within 48-hours of the initial notification attempt to the phone number or email address associated with that entrant's entry, then that entrant 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*). **Note: phone messages will not be left during the winner notification process.**

The potential Grand Prize winner will be required to execute and return an affidavit of eligibility, a liability release and, where lawful, a publicity release (the "Affidavit/Release") within fourteen (14) days of date of issuance. Each entrant understands that the Sponsor or its respective agents may advise the United States Internal Revenue Service ("IRS") of the value of the prize awarded to entrant from entrant's participation in the Sweepstakes in the form of an IRS Form 1099, or otherwise. Entrant understands that prior to being entitled to receive any prize, and prior to receiving any prize, entrant will first provide Sponsor with all of entrant's applicable taxpayer identification information and other required and reasonably requested tax and tax-related documentation (e.g., IRS Form W-9), and that entrant's failure to provide such information to Sponsor will result in entrant's automatic ineligibility to receive any prize. If such potential winner declines in writing to accept a prize, such documents are not returned within the specified time period, prize or prize notification is returned as undeliverable, the Sponsor is unable to contact a potential winner within a reasonable time period, or a potential winner is not otherwise in compliance with these Official Rules, the prize will be forfeited and, at the Sponsor's sole discretion and time permitting, the Sponsor may select an alternate winner from all remaining eligible entries. There will be three (3) alternate drawings after which the associated prize will remain unawarded.

- 5. LIMITATIONS OF LIABILITY:** By participating in all or a portion of the Sweepstakes, entrants agree to release and hold harmless all Released Parties from and against any claim or cause of action arising out of participation in the Sweepstakes, or receipt or use of any prize, including, but not limited to (a) any incorrect or inaccurate entry information, or for any faulty or failed electronic data transmissions; (b) any unauthorized access to, or theft, destruction or alteration of entries at any point in the operation of this Sweepstakes; (c) any technical malfunction, failure, error, omission, interruption, deletion, defect, delay in operation or communications line failure, regardless of cause, with regard to any equipment, systems, networks, lines, satellites, servers, camera, computers or providers utilized in any aspect of the operation of the Sweepstakes; (d) inaccessibility or unavailability of any network or wireless service, the Internet or website or any combination thereof; (e) suspended or discontinued Internet, wireless or land line phone service; (f) any injury, or loss (including death) to persons or property of any kind, which may be caused, directly or indirectly, in whole or in part, from Entrant's participation in the Sweepstakes or from the receipt, use or misuse of any prize (including, without limitation, attorneys' fees, claims, costs, personal injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional, under a theory of contract, tort (including negligence), warranty or other theory); and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery. If, for any reason, the Sweepstakes is not capable of running as planned for reasons which may include, without limitation, infection by computer virus, tampering, unauthorized intervention, fraud, technical failures, or any other causes which may corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweepstakes, then Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes in whole or in part. In such event, Sponsor shall immediately suspend all drawings and prize awards, and Sponsor reserves the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among all eligible, non-suspect entries received up to the time of the impairment, and the Released Parties shall not have any liability to any Entrant in connection with the Sweepstakes. Sponsor may modify and amend these Official Rules as they may appear online from time to time during the Sweepstakes for clarification purposes without materially affecting the terms and conditions of the Sweepstakes.
- 6. GENERAL CONDITIONS:** This Sweepstakes is governed by the laws of the United States and of the State of New York without respect to conflict of law doctrines. All winners are solely responsible for any and all taxes and related expenses on any prize, and may receive an IRS Form 1099 for the ARV of such prize. Sponsor reserves the right to substitute a prize of equal or greater value in the event a prize or any portion of a prize becomes unavailable. No substitution of a prize is offered, no transfer of a prize to a third party is permitted, and non-cash prizes may not be redeemed for cash value except at Sponsor's sole discretion. All other expenses on the receipt and use of the prize not specifically mentioned herein are solely the responsibility of the winners. Any difference between the stated value of any prize and the actual retail value will not be awarded. Any portion of a prize not accepted by winner will be forfeited. Upon forfeiture for any reason as stated in these Official Rules,

no compensation will be given. All federal, state and local laws & regulations apply. Any personal information provided in connection with participation in the Sweepstakes will only be used

- 7. CONDUCT:** By participating in this Sweepstakes, entrants agree to be bound by these Official Rules and the decisions of the Sponsor which shall be final and binding in all respects. Failure to comply with these Official Rules may result in disqualification. Sponsor reserves the right, at its sole discretion, to disqualify any individual found to be tampering with the entry process or the operation of the Sweepstakes; acting in any manner deemed by Sponsor to be in violation of the Official Rules; or acting in any manner deemed by Sponsor to be unsportsmanlike or disruptive, or with intent to annoy, abuse, threaten or harass any other person. CAUTION: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS SWEEPSTAKES OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS AGENTS RESERVE THE RIGHT TO SEEK DAMAGES (INCLUDING ATTORNEYS' FEES) AND OTHER REMEDIES FROM ANY SUCH PERSON OR PERSONS RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.
- 8. OFFICIAL RULES AND 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 5/21/2018 to: Hooters Win a Truck Sweepstakes, c/o Million Dollar Media, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list.
- 9. SPONSOR:** Hooters of America, LLC, 1815 The Exchange, Atlanta, GA 30339.
- 10. SWEEPSTAKES ADMINISTRATOR:** Million Dollar Media, LLC, P.O. Box 278, Woodbridge, NJ 07095.

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