

# **Hooters Swimsuit Pageant – 2017 Miss Fan Favorite Voting Contest**

## **Official Rules**

**NOTICE: There are no prize awards available to participants who register or submit any vote(s) in this contest. The 2017 Miss Fan Favorite prize award is available exclusively to an eligible Hooters Girl, participating in the 2017 Hooters International Swimsuit Pageant, who receives the most votes per the requirements of the Official Rules below.**

**NO PURCHASE NECESSARY TO ENTER, PARTICIPATE, OR SUBMIT A VOTE. THE FOLLOWING CONTEST IS VALID ONLY IN THE 50 UNITED STATES (U.S.) AND DISTRICT OF COLUMBIA (D.C.), 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.**

**IMPORTANT: Use of any automated system to submit votes or participate is prohibited and will result in disqualification and all such entries, as solely determined by Sponsor, shall be deemed void.**

**Contest Name:** Hooters Swimsuit Pageant – 2017 Miss Fan Favorite Voting Contest (the “Contest”).

**Contest Dates:** Contest and voting begins at 12:00pm ET on 6/27/2017, and ends at 11:59pm ET on 7/11/2017 (the “Voting Period”). Eligible voters are required to register prior to submitting one or more votes for an eligible Hooters Girl competing in the Hooters 2017 International Swimsuit Pageant (the “Pageant”) – see eligible voting methods below. The Contest is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and wherever prohibited or restricted by law.

**Who may Vote:** Voting is open only to legal residents of, and individuals who are physically located within, the (50) U.S. and D.C., who are age 18 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 vote:

- (a) Individuals who do not have access to the internet during the Voting Period in order to submit a vote in the Contest.

**NOTE:** Employees (including Hooters Girls participating in the Pageant), officers, managers, and directors of **Hooters Restaurants, Hooters of America, LLC** (collectively “Sponsor”), 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, “Hooters’ Released Parties”), and the members of the immediate families or households, whether or not related, of any of the above **MAY** participate and submit votes in the Contest.

**Who may Win:** Contest is open only to eligible Hooters Girls currently employees in good standing of a participating Hooters Restaurant location, who are registered to participate in the 2017 Hooters International Swimsuit Pageant.

**How to Vote – Online:** To submit a vote, visit [www.hooters.com/pageant](http://www.hooters.com/pageant) during the “Voting Period”. Follow the online registration and voting instructions to vote for your Favorite Hooters Girl(s) competing in the Hooters 2017 International Swimsuit Pageant. Prior to voting, each participant must complete the online registration including their complete name, valid email address, and favorite Hooters Restaurant location. After having read and agreed to these Official Rules, submit your online vote(s). All online votes must be fully complete for all required information. Any online vote submitted with an invalid or fake email address or other inaccurate or incorrect information will be disqualified. Participants may submit multiple online votes for the same Hooters Girl, and/or may vote for multiple Hooters Girls in the Pageant during the Voting Period. **Maximum of five (5) votes in any 24-hour period, and maximum of seventy (70) total votes per person or per email address during the entire Voting Period.** Vote as often as you wish and for as many Hooters Girls as you wish during the Voting Period, subject to the restrictions noted above.

**Any available opt-in opportunities are not required to submit your online vote.** Online votes must be **received by 11:59pm ET on 7/11/2017.** **By submitting a vote, participants agree to be bound by and abide by the official rules of the Contest.** Any incomplete or illegible entries or votes will be disqualified. Released Parties are not responsible for lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, or for entries or votes submitted in a manner that is not expressly allowed under these rules, or for any entry or 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.

Each participant must vote on his/her own behalf. Any vote submitted on behalf of another individual or using another person's email address or name will be disqualified. No mechanically reproduced or automated entries or votes permitted. **IMPORTANT: Use of any automated system to participate is prohibited and will result in disqualification and all such entries and votes will be deemed void.**

In the event of a dispute as to any online registration, the authorized account holder of the email 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 email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. All entries received become the property of the Sponsor and will not be returned.

**Determination of the 2017 'Fan Favorite' Winning Hooters Girl:** The eligible Hooters Girl competing in the Hooters 2017 International Swimsuit Pageant who receives the most eligible 'votes' from among all eligible participants, as solely determined by Sponsor, will be designated as the "Hooters Fan Favorite" winning Hooters Girl. The Hooters Girl 'Fan Favorite' Contest winner will be solely determined and designated by Sponsor, based upon the Hooters Girl who is determined to have received the most eligible votes during the Voting Period. Any votes deemed to be automated submission or ineligible for any reason, in the sole determination of Sponsor (including the use of fake names or fake or multiple email accounts), shall be discarded. Sponsor not responsible for any votes that are lost, late, misdirected, illegible, incomplete, invalid, unintelligible, damaged, voided, or for votes submitted in a manner that is not expressly allowed under these rules; votes submitted outside of the eligible voting periods; votes that are deemed to have been submitted via an automated system or otherwise ineligible or disqualified; 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.

**Prize Award for the Winning 'Miss Fan Favorite' Hooters Girl:**

- **NOTE – the following prize award is available only to the eligible Hooters Girls participating in the 2017 Hooters International Swimsuit Pageant who is determined as the Miss Fan Favorite voting contest winner, and not available to any participant who submitted a vote.**

The Hooters Girl determined by Sponsor as the Fan Favorite winner will receive the following prize award: \$2,000 Cash, payable to the winning Hooters Girl in the form of a check from Sponsor, or as otherwise designated by Sponsor. The winner shall be solely responsible for any taxes associated with the prize. This receipt of the prize by the winner will not make the winner an employee of Hooters of America, LLC. In the event of a tie, Sponsor shall conduct a random drawing from among the tied Hooters Girls to determine the 'Fan Favorite' winner. A maximum of one (1) Hooters Girl Miss Fan Favorite prize award is available, and such award is only available to the Hooters Girl, and not a consumer or contestant submitting a vote in the contest. The Hooters Girl determined to be the winner of the "Fan Favorite" voting contest will be contacted following the conclusion of the voting period.

**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 Contest. Participation in Contest and submission of a Vote 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, and to assume all liability therefor.

Released Parties shall not be liable to Hooters Girl 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 or vote due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Sponsor's control, or otherwise. The Sponsor disclaims any liability for received entries or votes 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 or vote 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 or submit a vote. 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 or Voting, 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 Pageant, the processing of entries or in the announcement of the Hooters Girl prize winner. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the entry or voting 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 Contest, 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 winning 'Fan Favorite' Hooters Girl based upon all eligible current non-suspect votes submitted and 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 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:** Unless otherwise prohibited by law, as a condition to participating in the Contest the prize awarded by this Contest, each entrant agrees that (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and will be determined by final and binding individual dispute resolution under the applicable rules of the American Arbitration Association; (2) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, 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 Contest, 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 winning Fan Favorite Hooters Girl are dependent upon the total number of eligible votes received, and the determination of participating voters.

**Official Rules & Winners List:** For a copy of these Official Rules, or name of prize winner, send a self-addressed stamped envelope to be received by 8/31/2017 to: Hooters Miss Fan Favorite Contest, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting, official rules or winners list. VT residents may omit return postage from rules requests only.

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

*This Contest is not affiliated with or sponsored, sanctioned, or endorsed by or in any way in association with Facebook. Facebook has no liability or responsibility for any claim arising in connection with this Contest or any prize(s) awarded in connection therewith. Any questions, comments, or complaints regarding the Contest must be directed to Sponsor, and not to Facebook. You are providing your information to Sponsor and not to Facebook.*