Hooters Moneyball Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING. INTERNET ACCESS REQUIRED. CONTEST IS SUBJECT TO OFFICIAL RULES. THE FOLLOWING CONTEST IS VALID ONLY IN THE (50) UNITED STATES (U.S.), DISTRICT OF COLUMBIA (D.C.) AND CANADA, EXCLUDING QUEBEC, AND IS OPEN ONLY TO QUALIFIED PERSONS (AS DEFINED IN THE RULES BELOW). VOID ELSEWHERE AND WHEREVER PROHIBITED. BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO BE BOUND BY THESE OFFICIAL RULES AND THE DECISIONS OF SPONSOR AND ADMINISTRATOR. DO NOT PARTICIPATE IN THE CONTEST IF YOU DO NOT AGREE TO THESE OFFICIAL RULES AND FALL WITHIN THE ELIGIBILITY REQUIREMENTS AS SET FORTH BELOW.

Program Name: Hooters Moneyball (the “Contest(s)”).

Contest Dates: Contests are scheduled to begin at 12:00am Eastern Time (ET) on 9/19/19 and end at 8:15p ET on 12/23/19 (the “Contest Period”), and weekly Contest entry shall occur during each scheduled Monday Night game as outlined below. Entry is available only via Hooters.FantasyDraft.com (see below). The Contest is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and Canada, in Quebec, and wherever restricted or prohibited by law.

Who may Enter: Contests are open only to legal residents of, and individuals who are physically located within, the (50) U.S., D.C., or Canada, excluding residents of Quebec, 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 enter, participate or win:

(a) Employees, officers, managers, and directors of Hooters Restaurants, Hooters of America, LLC (collectively “Sponsor”), FantasyDraft.com, Pepsi-Cola Company (prize provider), Million Dollar Media, LLC (the “Contest Administrator”), other participating sponsors, each of their respective franchisees, parents, affiliated companies, subsidiaries, distributors, retailers, printers, advertising and Contest agencies, and any and all other companies associated with the design or execution of this Contest (collectively, “Hooters’ 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 Contest, parents (including in-laws), grandparents, siblings (including step-siblings), children (including step-children), grandchildren (including step-grandchildren) and each of their respective spouses, regardless of where they reside.

How to Enter: To enter the Contests, entrants must have a FantasyDraft.com account and must be located within a participating Hooters location, excluding residents of MI and OH who are not required to visit a participating Hooters location to enter, participate or win. FantasyDraft.com accounts are free and may be created according to the terms and conditions of FantasyDraft.com. Visit Hooters.FantasyDraft.com to create an account or login to your existing account, then complete the online registration to participate in Hooters Moneyball Contests including submitting all required registration information and participate by answering available questions regarding the next scheduled professional football game on Monday night (see below). Entries must be fully complete and submitted prior to kickoff of that designated Monday Night game, subject to change at Sponsor’s sole discretion.

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Maximum of one entry per person per week. Any incomplete or ineligible 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.

Sponsor shall not be liable for any issues that occur during the FantasyDraft.com account creation or Entry process. Any Entries submitted or updated after start time for the week’s slate of games will be deemed ineligible.

Each entrant must submit an entry on his/her own behalf. Any entry submitted on behalf of another individual or using another person’s email address, account or name, or providing any false email addresses or information, will be disqualified and ineligible to claim any prize. Any attempt by any entrant to obtain more than the stated number of entries allowed by using same, multiple/different emails, identities, FantasyDraft.com accounts or any other methods void that participant's entries and that participant may be disqualified. 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.

Any attempt to deliberately damage hosting website or affect the legitimate operation of the Contest is a violation of criminal and civil laws. Sponsor reserves the right to disqualify any individual who is found to be violating these rules or acting to disrupt or undermine the legitimate operation of this Contest. In the event Sponsor is prevented from continuing this Contest by any event beyond its control, including, without limitation, a force majeure, fire, flood, epidemic or other national health emergency, earthquake, explosion, labor dispute or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), or any federal, state or local government law, order, or regulation, order of any court or jurisdiction, public health crisis, or other cause not reasonably within its control, then Sponsor shall have the right to modify, suspend, extend or terminate this Contest.

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.

By registering to enter or participating in the Contest, you affirm that you have read and accepted these Official Rules. All entries received become the property of the Sponsor and will not be returned. All entrants agree to be bound by and abide by the official rules of the Contest.

Scoring & Prize Payment: Entrants shall score points according to the rules provided in each weekly Contest. Following the conclusion of each Monday Night game, all eligible entries for that game date will be scored. We process Contest settlement and initiate payment of prizes to Contest winners as soon as a contest is official and the final box scores are posted. In rare instances there can be a delay in receiving the box scores from our 3rd party provider STATS, LLC which will delay payment. In the event of a tie in a contest with a cash prize, we will combine the prizes for the tied positions and distribute the prize evenly between all the winners (for example, if 3 people tied for 1st, we would combine the 1st, 2nd, and 3rd place prizes and split the total evenly between the 3 winners). Ties in contests with a non-cash prize will award the prize to all tied positions. Scoring in Contests is determined by win, lose or tie to each question in the Contest (for example, If the question is which of 2 running backs will have more rushing yards and both running backs rush for 0 yards it would be scored a tie. If both running backs rush for negative yards the rusher with less negative yards rushing would be the correct answer. If neither running back played it would be scored a tie.).
Scoring Revisions: During the course of a game, the scoring may be revised or changed and STATS, LLC, our 3rd party stats provider, will normally update the affected statistic/score real-time or when the final box scores are posted. We initiate settlement and payment once the contest is finalized, any changes to the statistics after this time and the contest ends will not be considered and payments will not be reversed. We will however revise contest winners and prize awards in the event that scoring changes based on a processing error or an error in the data feed from STATS, LLC.

Suspended, Postponed or Cancelled Games: The scoring window for a Contest varies by sport. For NFL contests, the scoring window for a contest starts when the first game in the Contest is scheduled to start, and ends the earlier of either a) when all games in the Contest are considered final, or b) at 6 AM ET the following Thursday morning. If a game in the Contest is cancelled the Contest will also be cancelled and or rescheduled for a later date at our sole discretion.

Publicity and Indemnification: Entrants agree that their names, likeness, social media posts, and/or photos and videos tagged in response to Contest posts may be used for marketing purposes. By participating in this Contest, any potential winner agrees to refrain from any behavior or communication that would harm the image or reputation of Sponsor. Winners’ personally identifying information may be disclosed to third parties.

By participating, entrants release, hold harmless, covenant not to sue, and forever discharge FantasyDraft, and all others associated with the development and execution of this Contest, and each of its and their directors, employees, officers, and agents from and against any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Contest, including without limitation (i) the administration of the Contest, such as typographical, printing, seeding, human or other errors relating to or in connection with the Contest, the processing of Entries, the announcement of the prize or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged Entries, any delays in delivery or lack of availability of the prize or prize materials and/or (ii) entrants' participation in the Contest offered by Sponsor or their acceptance or use of a prize, or participation in any prize related activities, including, without limitation, any travel related thereto, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy, liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities.

Limitations of Liability: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information captured, 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 Contest; (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, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Website or any combination thereof; (e) any injury or damage to entrants or to any other person's computer or web-enabled device which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest 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 Contest, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing may be held from among all eligible, non-suspect Entries received prior to such time, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any entrant (and all of his/her Entries) from this Contest or any other Contest conducted now or in the future by Sponsor or any of its affiliates if such entrant tampers with the Entry process or if his/her fraud or misconduct affects the integrity of this Contest. Sponsor reserves the right to correct errors in Contest materials. Sponsor shall not be liable to any winner or any other person for failure to supply any 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 Sponsor or Contest Parties’ control.
**Additional Rules & Restrictions:** By participating, entrants agree to abide by and be bound by these 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 any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery, and to assume all liability therefor. and to assume all liability therefor.

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.

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 any errors of any kind, whether computer, technical, typographical, printing, programming, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the receipt of game pieces, printing or advertising of this Contest or associated game pieces, administration or execution of the Contest, the processing of Entries or game pieces or in the announcement of the prizes or prize winners. Any game piece not received, lost, damaged or destroyed for any reason is not eligible for coupon redemption or prize claim. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the Entry process, game piece or the operation of the Contest.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct, programming or technical failures destroy or threaten the integrity of the Contest, in the opinion of the Sponsor/Administrator, or error or 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 terminate game piece distribution and redemption. 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 Contest, 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 Contest, 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 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.
Official Rules & Winners List: Official rules are available at www.Hooters.FantasyDraft.com. For a copy of these Official Rules send a self-addressed stamped envelope to be received by 1/31/20 to: Hooters Moneyball Big Game Contest, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting – Official Rules or Winners List.

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

Contest Administrator: Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.

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Hooters Moneyball Big Game Contest

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Contest Name: Hooters Moneyball Big Game Contest (the “Contest”).

Contest Dates: Contest is scheduled to begin at 12:00am Eastern Time (ET) on 9/19/19 and end at 8:15p ET on 12/23/19 (the “Contest Period”), and weekly Contest entry shall occur during each scheduled Monday Night game as outlined below. Entry is available only via Hooters.FantasyDraft.com (see below). The Contest is subject to all applicable federal, state and local laws and regulations. Void outside the U.S. and Canada, in Quebec, and wherever restricted or prohibited by law.

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**Maximum of one entry per person per week.** 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.

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By registering to enter or participating in the Contest, you affirm that you have read and accepted these Official Rules. All entries received become the property of the Sponsor and will not be returned. All entrants agree to be bound by and abide by the official rules of the Contest.

**Scoring, Prize & Determination of weekly Finalists:** Entrants shall score points according to the rules provided in each weekly Moneyball Contest. Following the conclusion of each Monday Night game, all eligible entries for that game date will be scored. The eligible participant who has received the highest score for that week’s Monday night game (“weekly Finalist”) shall receive one (1) entry into the Grand Prize drawing (see below). In the event of any tie among the leaderboards for the most points scored for a given week, each entrant who is tied with the highest score shall receive an entry into the grand prize drawing.

**Winner Selection and Notification – Maximum one grand prize winner:** On or about 12/30/19, a random drawing will be held from among all eligible weekly Finalists to select a total of one (1) potential grand prize winner (see prize description below). The potential prize winner will be notified by phone and/or email. If the Administrator is unsuccessful in its attempt to reach and speak directly with the potential prize winner by phone and/or email notification 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 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. There will be three (3) alternate drawings after which the associated prize will remain unawarded.

During the prize winner notification, the selected potential prize winner must confirm their eligibility, and indicate their willingness and ability to accept the prize. The potential prize winner will then receive official notification via mail or email delivery. If the selected winner does not meet the eligibility requirements, is unable or unwilling to accept the prize or elects to decline the prize, s/he will be disqualified and, at Sponsor’s discretion and time permitting, 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. **Decisions of the Sponsor and Administrator in the selection and determination of the prize winner and all matters relating to this Contest are final and binding.**

All of the following will apply to the prize winner: 1) Winner and his/her travelling companion will be required to complete and return, within 2-days of date of receipt, a prize acceptance form, including an affidavit of eligibility and a liability/publicity release (where permitted), and a W-9 form (from winner only, if prize value exceeds $600); 2) Winner and his/her travelling companion may 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) Sponsor will submit to the IRS a Form 1099 on behalf of winner reflecting the actual value of all prizes won; and 4) Winner and his/her travelling companion 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.

**NOTE:** In the event the grand prize winner is considered a minor in his/her state/province of residence, the prize shall be awarded to the prize winner’s legal parent or guardian, and the legal parent or guardian shall be required to complete all necessary paperwork on behalf of the grand prize winner, and accept delivery of the prize on behalf of the prize winner.

- **NOTE – Eligibility Requirement for any potential grand prize winner who is a resident of Canada:** Any potential grand prize winner who is an eligible resident of Canada, as part of their eligibility requirement, will be required to first correctly complete (without aid or assistance) and submit the answer to a skill-based mathematical question prior to being confirmed as the eligible grand prize winner. An incorrect answer to the skill-based question will disqualify that potential grand prize winner, and the prize will remain the property of Sponsor and will be re-awarded, as provided herein.

**Grand Prize – Maximum of (1) grand prize award available:** The grand prize consists of a trip for two (2) to Miami, FL, with travel dates scheduled to occur between January 30 – February 3, 2020 (subject to change). Grand prize has a maximum retail value not to exceed $8,950. Grand prize trip includes:
• Round trip coach class airfare for two (winner and (1) winner designated guest, age 18 or older) from the gateway airport nearest to the winner’s residence as designated by Sponsor in its sole discretion to the nearest major airport servicing the Miami, FL metro area.
  o Actual departure date, times and airline based upon availability and will be solely determined by Sponsor;
• Four (4)-nights standard hotel accommodations (one room, double occupancy), at a standard hotel as solely designated by Sponsor in the Minneapolis, MN metro area, based upon availability;
• Two (2) tickets to the designated game, event or activity in Miami, FL during travel dates as provided by “Prize Provider”;
• Hotel/game ground transfers in Miami, FL
• Admission for two to Sponsor’s pre-game party;
• Two (2) gift bags including merchandise items as solely determined and designated by Sponsor;
• $750.00 travel stipend towards travel expenses, awarded in the form of a gift card or check payable to grand prize winner, as determined at the sole discretion of Sponsor.

No alcoholic beverage is part of any prize award. All other costs and expenses related to prize acceptance, redemption and use not specified herein as being provided are the sole responsibility of winner and guest, including but not limited to ground transportation, airport transfers, parking, travel or departure taxes, baggage check fees, airline seat assignment fees, hotel resort fees, meals, gratuities, any incidental expenses, and all applicable taxes (including, but not limited to all local, state and federal taxes). Winner and guest are solely responsible for all costs incurred to and from the nearest major airport to the winner’s home as designated by Sponsor as the prize originates and terminates at such departure point unless otherwise agreed to by Sponsor in writing. Sponsor not responsible for late, lost, damaged or stolen luggage. Grand prize winners’ guest must be of legal age of majority in his/her state of residence (and at least 18) and will be required to execute and return a liability/publicity release prior to prize award. It is recommended that each winner and guest obtain sufficient personal insurance prior to departure. Winner and guest(s) hereby release Sponsor from any duty to provide, check, or verify any and all necessary passports, visas and tourist cards, birth certificates, vaccination certificates, and any other travel or entry requirements (“Personal Documents”). Sponsor shall not have any responsibility for the replacement of lost or stolen Personal Documents or tickets, coupons, vouchers, receipts or other documents pertaining to the prize (“Travel Documents”) once the Travel Documents have been provided to winner and guest.

Travel dates will be based upon availability. Sponsor is not responsible for any flight cancellations, travel delays or difficulty. If travel delays or difficulty prevent arrival in time for any and all elements of trip, sponsor is not responsible for awarding any compensation in lieu thereof. Winner and his/her guest(s) must travel together on the same itinerary. Any changes to completed travel arrangements, once booked, are the sole responsibility of the winner, and are solely at the winner’s expense. Actual value of the trip will depend on point of departure, destination and any airfare fluctuations. If actual value of prize is lower than the stated maximum value of grand prize when prize is procured and fulfilled, then the difference will not be awarded to the winner.

All income, federal, state and local taxes are the winner’s and guests’ sole responsibility, as applicable. 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 with one of comparable or greater value, at its sole discretion. Failure to collect or properly claim prize in accordance with these rules will result in forfeiture of the prize. All properly claimed prizes will be awarded. Any unclaimed prizes will not be awarded.

Publicity and Indemnification: Entrants agree that their names, likeness, social media posts, and/or photos and videos tagged in response to Contest posts may be used for marketing purposes. By participating in this Contest, any potential winner agrees to refrain from any behavior or communication that would harm the image or reputation of Sponsor. Winners’ personally identifying information may be disclosed to third parties.

By participating, entrants release, hold harmless, covenant not to sue, and forever discharge FantasyDraft, and all others associated with the development and execution of this Contest, and each of its and their directors, employees, officers, and agents from and against any and all claims, actions, damages, losses, liabilities, costs, expenses, injuries, or causes of action of any kind that in any way now or hereinafter may arise from or relate to the Contest, including without limitation (i) the administration of the Contest, such as
typographical, printing, seeding, human or other errors relating to or in connection with the Contest, the processing of Entries, the announcement of the prize or any related materials, inaccurate, fraudulent, incomplete, illegible, late, lost, stolen, misdirected, undelivered, incomplete, or damaged Entries, any delays in delivery or lack of availability of the prize or prize materials and/or (ii) entrants’ participation in the Contest offered by Sponsor or their acceptance or use of a prize, or participation in any prize related activities, including, without limitation, any travel related thereto, and death and bodily injury (including emotional distress), due in whole or in part, directly or indirectly, to participation in the Contest or any Contest-related activity and for any claims or causes of action based on publicity rights, defamation, or invasion of privacy, liability, loss or damages arising from or in connection with the awarding, receipt, and/or use or misuse of any prize or participation in any prize-related activities.

Limitations of Liability: Sponsor assumes no responsibility or liability for (a) any incorrect or inaccurate information captured, 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 Contest; (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, computers or providers utilized in any aspect of the operation of the Contest; (d) inaccessibility or unavailability of the Internet or the Website or any combination thereof; (e) any injury or damage to entrants or to any other person's computer or web-enabled device which may be related to or resulting from any attempt to participate in the Contest or download any materials in the Contest. If, for any reason, the Contest 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 Contest, then Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest in whole or in part. In the event of any such cancellation, termination or suspension, a notice will be posted at participating stores and a random drawing may be held from among all eligible, non-suspect Entries received prior to such time, as determined by Sponsor in its sole discretion. Sponsor reserves the right, in its sole discretion, to disqualify any entrant (and all of his/her Entries) from this Contest or any other Contest conducted now or in the future by Sponsor or any of its affiliates if such entrant tampers with the Entry process or if his/her fraud or misconduct affects the integrity of this Contest. Sponsor reserves the right to correct errors in Contest materials. Sponsor shall not be liable to any winner or any other person for failure to supply any 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 Sponsor or Contest Parties’ control.

Additional Rules & Restrictions: By participating, entrants agree to abide by and be bound by these 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 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 any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation or invasion of privacy and merchandise delivery, and to assume all liability therefor. and to assume all liability therefor.

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.
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 any errors of any kind, whether computer, technical, typographical, printing, programming, human or otherwise, relating to or in connection with the Contest, including, without limitations, errors which may occur in connection with the receipt of game pieces, printing or advertising of this Contest or associated game pieces, administration or execution of the Contest, the processing of Entries or game pieces or in the announcement of the prizes or prize winners. Any game piece not received, lost, damaged or destroyed for any reason is not eligible for coupon redemption or prize claim. Sponsor, in its sole discretion, reserves the right to disqualify any person tampering with the Entry process, game piece or the operation of the Contest.

Sponsor reserves the right to cancel, modify or terminate the Contest if fraud, misconduct, programming or technical failures destroy or threaten the integrity of the Contest, in the opinion of the Sponsor/Administrator, or error or 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 terminate game piece distribution and redemption. 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 Contest, 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 Contest, 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 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 a weekly Finalist are dependent upon the ability of each participant to correctly answer the designated questions and the outcome of the game. Odds of being selected as the Grand Prize winner, once qualified as a weekly Finalist, are dependent upon the total number of eligible weekly Finalist entries received.

Official Rules & Winners List: Official rules are available at www.Hooters.FantasyDraft.com. For a copy of these Official Rules or the name of winner (available after 12/30/19) send a self-addressed stamped envelope to be received by 1/31/20 to: Hooters Moneyball Big Game Contest, P.O. Box 278, Woodbridge, NJ 07095. PLEASE SPECIFY which you are requesting – Official Rules or Winners List.

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

Contest Administrator: Million Dollar Media, LLC, 1460 Route 9 North – Suite 201, Woodbridge, NJ 07095.

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