

Official Rules
“Hooters Hotties Search Contest”

Sponsored by MTV Networks, a division of Viacom International Inc. and Hooters of America, Inc.

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID IN ALASKA AND HAWAII AND WHERE PROHIBITED OR RESTRICTED BY LAW.
2. **Entry Period:** “Hooters Hotties Search Contest” (the “Contest”) commences at 12:00:01 PM (ET) on May 8, 2009 and ends at 11:59:59 AM (ET) on June 1, 2009 (the “Entry Period”). All entries must be received by 11:59:59 AM (ET) on June 1, 2009.
3. **Contest Overview:** MTV Networks, a division of Viacom International Inc. (“MTVN”) and Hooters of America, Inc. (“Hooters” and, together with MTVN, “Sponsors”), are looking to find a Hooters Hottie to attend the 2009 Hooters International Swimsuit Pageant in Hollywood, Florida currently scheduled to take place on June 20, 2009 (the “Event”). The Grand Prize Winner (as defined below) must be available to travel to Hollywood, Florida to arrive by June 20, 2009 to attend the Event. For avoidance of doubt, Grand Prize Winner will not be a contestant in the Event but only an attendee.
4. **Eligibility:** This Contest is open to legal residents of the forty-eight (48) contiguous United States and District of Columbia who are female and at least eighteen (18) years of age or older at the time of entry. If Entrant is not the age of majority in the jurisdiction where Entrant resides, then Entrant will be required to get parent/legal guardian consent in order to enter Contest. Employees and their immediate families (*i.e.*, parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Sponsors and each of their respective parent companies, affiliated companies, sponsors, subsidiaries, advertising agencies, third party fulfillment agencies (collectively, the “Sponsor Entities”) and any person who has won an MTVN sweepstakes or contest in the preceding twelve (12) month period, are not eligible. By participating in this Contest, entrants; (a) agree to be bound by these Official Rules and by the interpretations of these Official Rules by the Sponsor Entities, and by the decisions of the Sponsor Entities, which are final in all matters relating to the Contest; (b) release and hold harmless the Sponsor Entities and their respective agents, employees, officers, directors, successors and assigns, against any and all claims, injury or damage arising out of or relating to participation in this Contest and/or the use or misuse or redemption of a prize; and (c) acknowledge compliance with these Official Rules.
5. **To Enter:** Log onto to <http://hooters.mtv.com>, a website owned and controlled by MTVN (the “Website”), at any time during the Entry Period and follow the online instructions to complete all required fields on the online entry form including providing answers to the questionnaire. Participants must also electronically acknowledge and agree to these Official Rules and the terms of MTVN’s Privacy Policy and Terms of Use and submit the online entry form as instructed and upload one (1) photo of himself/herself (the “Photo(s)”). All content of entries must be completely original to entrant and must not have been taken or composed, in whole or in part, from any other source other than the entrant, and must not have been released commercially in order to be eligible to enter Contest. Applications which contain materials that are not the original work of the entrant, or are illegible or incomplete will not be accepted.

In the event of a dispute over who submitted a winning Photo, the authorized subscriber of the email account used to participate in the Contest at the actual time of entry will be deemed to be the entrant. The authorized account subscriber is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization (*e.g.*, business, education, institution, *etc.*) that is responsible for assigning email addresses for the domain associated with the submitted email address. Proof that entrant submitted a Photo to enter the Contest does not constitute proof or evidence that MTVN actually received it within the Entry Period. Any and all Photos that have been tampered with or altered are void. All Photos become the exclusive property of MTVN and will not be acknowledged or returned.

Photos **shall not** contain, include or involve any of the following:

- Obscenity
- Crude, vulgar or offensive pictures, depictions, images, language and/or symbols
- Gang signs or symbols
- Gratuitous violence, gun or other imagery or gestures of weapons.
- Nudity
- Explicit, graphic or excessive sexual activity
- Commercial products (e.g., clothing, toys, food) and/or their trademarks, brands, logos or endorsements
- Hard liquor use or product images
- License plates, phone numbers, personal addresses – physical or email or otherwise
- Website or web page links
- Illegal drug or alcohol use or abuse
- Derogatory characterizations of any ethnic, racial, sexual or religious groups. humiliate other people (publicly or otherwise), any assault or threatening of others
- Trespass or the violation of other people's rights or property
- Illegal (e.g., discriminatory, harassing) or inappropriate activity, behavior or conduct (e.g., inflicting emotional distress)
- Conduct or activities in violation of these Official Rules
- Any other content, display, materials and/or images that is or could be considered inappropriate, unsuitable or offensive, as determined by MTVN, in its sole discretion

In submitting a Photo into this Contest, each entrant agrees to, confirms and represents to MTVN that neither he/she nor anyone else has engaged or taken part in (or induced or encouraged anyone else to do so) in any activity or conduct in connection with this Contest that: (i) may or is likely to harm or create a risk of harm, physical or mental injury, emotional distress, death, disability, disfigurement, or physical or mental illness to any person, other living thing or any property; (ii) may or is likely to create a risk of any other loss or damage to person, living things or property; (iii) is or may constitute a crime, unlawful or non-consensual activities (e.g., conduct that could lead to criminal prosecution), tortious conduct (e.g., conduct that could lead to civil prosecution) or the violation or infringement of the rights of any other party; or (iv) violates any of the terms or conditions of these Official Rules. MTVN is not obligated to review, consider, use, publish, display or broadcast any materials submitted with a Photo; provided however, that each entrant acknowledges that MTVN will rely on such entrant's agreement and compliance with these Official Rules when entrant submits or attempts to submit the Photo. MTVN (and any and all of MTVN's subsidiaries and affiliates and affiliated broadcast stations and networks) shall have the right to use any materials submitted pursuant to these Official Rules in or on the Website, and in or on any other program, programming channel, broadcast or other public display and performance, at any time in the future, without notice and without compensation, royalty, accounting, liability or obligation of any kind to any entrant.

MTVN reserves the right to reject any entries that it deems, in its sole discretion, to violate any of the policies of MTVN's "Standards and Practices Guidelines." MTVN may modify or edit any materials related to a Contest entry or request entrants to do so, so that such materials meet such guidelines.

All Photos submitted in accordance with these Official Rules shall be collectively hereinafter referred to as the "**Eligible Entries**". Limit one (1) entry per person. If an entrant uses multiple email addresses to submit more than one (1) entry, only the first Photo will count. Incomplete or inaccurate entries are void.

6. Judging Period: The official judging panel will be comprised of representatives from Hooters (the "Judges"), and the Eligible Entries will be judged during the judging period commencing on or around June 1, 2009 and ending on or around June 5, 2009, based on the judging criteria set forth in Paragraph 7 below. The final determination of the one (1) grand prize winner (the "Grand Prize Winner") and the application of the judging criteria shall be in the sole and absolute discretion of the Judges. To the extent permitted by law, Sponsor

Entities and Judges disclaim any liability from, and entrants, whether or not a Grand Prize Winner, agree to waive, any claims against Sponsor Entities and Judges relating to the judging or awarding process. All Photos, entry materials, and other submissions, if any become the property of MTVN and will not be acknowledged or returned.

7. **Judging Criteria:** The Judges will judge the Eligible Entries based on originality (30%), creativity (30%) and persuasiveness of answers to the questionnaire (40%). The Judges reserve the right to conduct phone interviews with any entrant in order to clarify any information on his or her entry. The Judges reserve the right to extend the Contest Period or not to award the Grand Prize (hereinafter defined) if they determine, in their sole discretion, that Eligible Entries received did not meet the minimum qualification standards based on these judging criteria.

8. **Grand Prize Winner Selection/Notification:** One (1) Grand Prize Winner will be selected by the Judges on or about June 5, 2009. MTVN will make two (2) attempts over the 48 hour period following Grand Prize Winner selection to contact potential Grand Prize Winner. If potential Grand Prize Winner cannot be reached during the 48 hour period in which he/she is called (no messages will be left on answering machines or voicemail systems) the potential Grand Prize Winner will be disqualified and an alternative Grand Prize Winner will be selected from among the remaining Eligible Entries received. In addition, Sponsors reserve the right to select an alternative Grand Prize Winner in the event that Grand Prize Winner fails to comply with these Official Rules.

9. **Grand Prize Winner Verification:** Potential Grand Prize Winner must prove eligibility, including, without limitation, proof of age and residence within two (2) days of being notified as a potential Grand Prize Winner. In the event of non-compliance by potential Grand Prize Winner, such potential Grand Prize Winner shall be disqualified and all privileges otherwise due as a Grand Prize Winner shall be terminated and an alternative potential Grand Prize Winner may be chosen from among all of the remaining Eligible Entries received in Sponsors' sole discretion. Grand Prize Winner must sign within one (1) days of receipt of such documents from Sponsors: (a) an affidavit of eligibility and release of Sponsor Entities and each of their respective officers, directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest or the use/misuse or acceptance of any prize or any portion thereof to be eligible for the Grand Prize; and (b) except where prohibited by law, a promotional release granting Sponsor Entities the right to use their name and likeness for advertising and publicity purpose without additional compensation. Failure of Grand Prize Winner to complete, sign and return to Sponsors such affidavit, release and legal documentation within such one (1) day period shall result in his/her disqualification from the Contest, in which even an alternate potential Grand Prize Winner may be selected in Sponsors' sole discretion. Entry into this Contest constitutes agreement to sign such releases. Grand Prize Winner also must acknowledge that Sponsors have not and will not obtain or provide insurance of any kind relating to the Grand Prize and that Grand Prize Winner will be responsible for obtaining and paying for any form of insurance relating to the Grand Prize. Grand Prize Winner must also complete any additional legal documents provided by Sponsors (or third party on its behalf, if applicable) with respect to the Grand Prize and return them as instructed within the time frame specified by Sponsors or Grand Prize Winner may forfeit Grand Prize at Sponsors' sole discretion. All decisions of Sponsors relating to the Contest are final. Sponsors expressly reserve the right to delay the announcement of the Grand Prize Winner for creative or technical reasons or for any other reason Sponsors deem necessary.

10. **Grand Prize:** Grand Prize Winner will receive a trip for two (2) for the one (1) Grand Prize Winner and one (1) guest (the "Guest") to travel to Hollywood, Florida (the "City") to attend the 2009 Hooters International Swimsuit Pageant, currently contemplated to take place on June 20, 2009, but subject to change in Hooters' sole discretion. The trip will include (i) roundtrip coach class air transportation for Grand Prize Winner and Guest which shall originate from an airport of Sponsors' choice nearest Grand Prize Winner's residence (as determined by Sponsors) to the City (Sponsors reserve the right to substitute ground transportation for air transportation if the Grand Prize Winner resides within 150 miles of the City); (ii) round trip ground

transportation for Grand Prize Winner and Guest (to be taken together) between airport and hotel at the City; (iii) two (2) nights hotel accommodations in the City for the Grand Prize Winner and Guest which shall be one room based on double occupancy (meals, telephone calls, tips and other incidentals and costs are not included); (iv) two (2) tickets to the Event for the Grand Prize Winner and Guest (collectively, the “Grand Prize”).

The approximate retail value (“ARV”) of the Grand Prize is up to \$1850.00 and is subject to change based on current market conditions at the time of Grand Prize fulfillment and the time of travel and the distance between departure and destination. Any difference between the ARV and the actual value, if any, will not be awarded.

If a Grand Prize Winner is not available to travel on the dates specified by Sponsors in their sole discretion, Grand Prize Winner privileges and Grand Prize will be terminated and an alternative Grand Prize Winner will be selected from the remaining Eligible Entries if time permits. Grand Prize Winner and Guest must travel on the same itinerary. Guest traveling with Grand Prize Winner must be at the time of Grand Prize fulfillment the age of majority in the jurisdiction in which he/she resides. If Grand Prize Winner is not the age of majority in the jurisdiction in which Grand Prize Winner resides, he/she must be accompanied by his/her parent/legal guardian, and such person must pay his/her own expenses unless deemed to be the allotted Guest. Sponsors will determine the airline and hotel in its sole discretion. Travel restrictions, conditions and limitations may apply. Grand Prize Winner and Guest must possess valid travel documents in order to travel. Travel arrangements are subject to availability and must be roundtrip. Sponsors shall not be responsible for any cancellations, delays, diversions or substitution or any act or omissions whatsoever by the air carriers, hotels or other transportation companies or any other persons providing any of these services and accommodations necessitated by same. Sponsors shall not be liable for any loss or damage to baggage. All travel dates are subject to change in Sponsors’ sole discretion. If for any reason any Grand Prize related event is delayed, cancelled or postponed, Sponsors reserve the right, but are not obligated, to cancel or modify the Contest in its discretion and shall award a substitute prize of equal or greater value, which may include, but is not limited to, a cash prize equivalent to the ARV of the trip portion of the Grand Prize as set forth in these Official Rules. The dates for fulfillment of the Grand Prize will be on or around June 19, 2009 through June 21, 2009 subject to programming requirements and such dates are subject to change in Sponsors’ sole discretion.

11. **General Prize Terms:** Arrangements for fulfillment of the Grand Prize, including all travel arrangements, will be made by Hooters. All costs and expenses not specifically listed above, including but not limited to meals, snacks, beverages, mini-bar, entertainment, souvenirs, personal expenses, baggage fees, damages to hotel rooms and any equipment to be used in connection with the Grand Prize, etc. are solely Grand Prize Winner’s responsibility. The value of the Grand Prize will be taxable to Grand Prize Winner as income. Grand Prize Winner must supply Sponsors with his/her social security number for tax purposes. Upon entry into the Contest, Grand Prize Winner (as well as all other entrants) is required to comply with any and all applicable federal, state, and local laws, rules, and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely the Grand Prize Winner’s responsibility. Sponsors shall have no responsibility or obligation to a Grand Prize Winner or potential Grand Prize Winner who is unable or unavailable to accept or utilize Grand Prize as described herein.

NO SUBSTITUTION, TRANSFER OR CASH EQUIVALENT OF GRAND PRIZE OR ANY PORTION THEREOF PERMITTED, EXCEPT BY SPONSORS, IN WHICH CASE A PRIZE OF COMPARABLE OR GREATER VALUE MAY BE AWARDED.

12. Notwithstanding the foregoing, for good and valuable consideration, the receipt of which is hereby acknowledged, each Entrant agrees (i) that his/her Photo may be used by MTVN or its licensees, in whole or in part for any purpose whatsoever in any media worldwide in perpetuity without any compensation or additional consideration and (ii) to hereby grant to MTVN the non-exclusive, irrevocable right and license to exhibit, broadcast, copy, reproduce, encode, compress, encrypt, incorporate data into, edit, broadcast, rebroadcast, transmit, record, publicly perform, create derivative works of, and distribute and synchronize in timed relation to visual elements, the materials contained in their Photo and/or any portions or excerpts thereof, in any manner, an

unlimited number of times, in any and all media, now known or hereafter devised, throughout the world, in perpetuity.

13. **General Terms:** Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY GRAND PRIZE WINNER OR ANY BEHAVIOR BY GRAND PRIZE WINNER AND/OR GUEST THAT WILL BRING SUCH GRAND PRIZE WINNER, GUEST OR SPONSOR ENTITY INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH GRAND PRIZE WINNER'S DISQUALIFICATION AS A GRAND PRIZE WINNER OF THE CONTEST AND ALL PRIVILEGES AS A GRAND PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

The Sponsor Entities assume no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the entries in this Contest. The Sponsor Entities are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or players on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, including, without limitation, any injury or damage to participant's or any other person's computer related to or resulting from participation or downloading any materials in this Contest. The Sponsor Entities are not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Grand Prize/Winner. If, for any reason, the Contest is not capable of running as planned, including, without limitation, changes in MTVN's on-air programming, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor Entities which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, the Sponsor Entities reserve the right in their sole discretion to cancel, terminate, modify or suspend the Contest. Should the Contest be terminated prior to the stated expiration date, notice will be posted on <http://hooters.mtv.com> and the Grand Prize may be awarded to a winner to be selected from among all Eligible Entries received up until and/or after (if applicable) the time of modification, cancellation or termination. All interpretations of these Official Rules and decisions by Sponsors are final. No software-generated, robotic, programmed, script, macro or other automated online or text message entries are permitted and will result in disqualification of all such entries. The Sponsor Entities reserve the right in their sole discretion to disqualify any individual they find to have tampered with the entry process or the operation of this Contest; to be acting in violation of these Official Rules; or to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person or to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY ANY INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, MTVN RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE NEW YORK COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS. Entrants agree to indemnify and hold harmless the Sponsor Entities from any and all liability resulting or arising from the Contest, to release all rights to bring any claim, action or proceeding against the Sponsor Entities, and hereby acknowledge that said Sponsor Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Grand Prize including express warranties, provided exclusively by a prize supplier that are sent along with the Grand Prize.

Past experience has confirmed that contests and other competitions generate substantially similar submissions or entries which closely resemble concepts and ideas that have been independently developed by Sponsor Entities before or after the Contest. Accordingly, entrants may subsequently see a Sponsor Entity presentation which seemingly incorporates an idea or concept or includes materials similar to that contained in their entries. Any

similarity is purely coincidental and unavoidable in light of the volume of ideas which Sponsor Entities routinely considers in the course of their program development. Because of this possibility, entrants hereby agree to submit their entries under the following terms and conditions: (a) that Sponsor Entities may use any ideas, concepts, material, in whole or in part, contained in an entry, (b) that all physical materials submitted become the property of Sponsor Entities and will not be returned; (c) that all materials submitted are free from any lien or claim by anyone, including, but not limited to any union, guild or performance rights society; (d) entrants have obtained all rights, permissions and licenses necessary for Sponsor Entities to use the entries for any purpose; (e) that no entry or any part thereof infringes any trademark or copyright or otherwise violates anyone's right of privacy or publicity; and (f) entrants indemnify and hold harmless Sponsor Entities and their respective parent companies, officers, directors, employees, agents, members, affiliated companies and subsidiaries from any claims, suits, losses damages and expenses (including reasonable attorneys' fees) that arise from any breach of the following conditions. Entrants agree to the foregoing and in addition agree to obtain, upon request of Sponsor Entities any documentation and releases necessary to prove their unrestricted ownership in all materials contained in their submission and Sponsor Entities right to use such materials, in whole or in part, without limitation in all media and for any purpose whatsoever without compensation. They further agree, if chosen as a Grand Prize Winner, to assign all right, title and interest in all material and agree to sign such documentation MTVN deems necessary to formalize this assignment.

14. **Entrant's Personal Information:** Information collected from entrants is subject to the Website's Privacy Policy (<http://www.mtv.com/sitewide/legal/privacy.jhtml>).

15. **Request for Name of Grand Prize Winner and Official Rules:** For the name of the Grand Prize Winner and/or Official Rules, send a self-addressed stamped envelope to:

"Hooters Hotties Search Contest"
MTV Networks
1515 Broadway, 24th Floor
New York, NY 10036

All requests for a copy of the rules and requests for name of Grand Prize Winner must be made by August 1, 2009. Please note on the front left-hand corner of your outer envelope whether you are requesting "Official Rules" or the name of the "Grand Prize Winner". Vermont residents may omit return postage if requesting a set of Official Rules.

16. **Sponsor:** This Contest is sponsored by MTV Networks, a division of Viacom International Inc., 1515 Broadway, New York, NY 10036 and Hooters of America, Inc., 1815 The Exchange, Atlanta, GA 30339.