

2009
The Steve Harvey Morning Show
SoftSheen-Carson's Makeover Contest
OFFICIAL RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

1. **PROMOTION PERIOD:** SoftSheen-Carson's Makeover Contest (the "Contest") begins at 6:00:01am Eastern Time ("ET") on October 28, 2009 and concludes at 11:59:59pm ET on November 29, 2009 (the "Promotion Period"). All entries must be received during the Promotion Period. The Sponsor's computer is the official time keeping device for this Contest.
2. **ELIGIBILITY:** Contest open to legal residents of the forty-eight (48) contiguous United States and District of Columbia (excluding Rhode Island) who are at least eighteen (18) years of age or older as of the date of entry. Subject to all applicable federal, state, and local laws and regulations. Void in Alaska, Hawaii, Rhode Island, and where prohibited or restricted by law. Individuals who have won a prize from the Sponsor or Radio Show (each as defined below) within one hundred eighty (180) days prior to the start date of this Contest are not eligible.

Employees of SoftSheen-Carson, Consumer Products Division of L'Oréal USA, Inc. (the "Sponsor"), Steve Harvey Radio Network, Inc. (the "Administrator"), Premiere Radio Networks, Inc., and The Steve Harvey Morning Show (the "Radio Show") (collectively, the "Contest Entities"), each radio station contracted to broadcast the Radio Show, and their respective subsidiaries and affiliated companies, divisions, parent companies, officers, directors, agents and advertising agencies, as well as members of the immediate family of any such employees, are not eligible to participate and win. The term "immediate family" includes spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

3. **HOW TO ENTER:** Submit your entry by visiting <http://www.SteveHarvey.com> during the Promotion Period and follow the Contest link to review the submission guidelines and complete all required information in the online entry form.

Entries limited to one (1) entry per person and/or email addresses. Winners will be drawn from online entries only. Only one (1) prize per household. Valid entries must contain all information requested. Incomplete and/or multiple entries will be disqualified. The Contest Entities will not verify receipt of entries. By entering, participants acknowledge compliance with the Official Rules, including eligibility requirements. Responsibility for receipt of entry rests solely with the participant. In the event of a dispute, the authorized account holder of the email address used to enter will be deemed to be the participant. The authorized account holder is the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization responsible for assigning email addresses.

4. **PRIZE DRAWING:** A random drawing will be conducted by the Sponsor on or about December 4, 2009 from among all eligible entries received during the Promotion Period. Odds of winning depend upon the number of eligible entries received. Winners agree to be bound by these Official Rules and the decisions of the Sponsor, whose decisions are final on all matters relating to this Contest.
5. **PRIZE(S):** ONE (1) GRAND PRIZE; A three (3) day/two (2) night trip for two (2) people to Washington D.C. for a hair make-over with Johnny Wright plus up to one-hundred dollars (\$100.00) a month to cover a gym membership for twelve (12) months OR a one-thousand two-hundred dollar (\$1,200.00) gift card to a local fitness store (all terms and conditions of gift card apply). The trip includes round trip coach airfare for two (2) people from the major airport nearest the winner's home (as determined by Administrator) to the major airport nearest Washington D.C., two (2) nights hotel accommodations (one (1) standard room, double occupancy), a hair-makeover for the Grand Prize winner with Johnny Wright, one (1) SoftSheen-Carson personalized hair care gift basket, and ground transfers between the airport, hotel, and hair-makeover location (Approximate Retail Value ("ARV"): \$4,200.00). FIVE (5) RUNNER-UP PRIZES; A collection of Roots of Nature products (ARV: \$50.00 each). The Total ARV of all prizes is \$4,450.00. Travel must take place by March 31, 2010 and is based on Johnny Wright's schedule and availability. Certain travel restrictions and blackout dates may apply. Grand Prize winner and guest must travel out of the same airport and on

the same itinerary. Administrator, in its sole discretion, reserves the right to provide ground transportation in lieu of air transportation if the Grand Prize winner resides less than one-hundred (100) miles from the trip destination. Meals, beverages, souvenirs, incidentals, tips, gratuities, additional hair care products, follow-up appointments, phone calls, luggage fees, and any and all other expenses not specifically mentioned herein are the sole responsibility of the Grand Prize winner and each Runner-Up winner. The Contest Entities reserve the right to substitute any portion of these prizes, including destination and travel dates for the Grand Prize winner, for a prize of equal or greater value. No transfer, assignment, change of the prize, or cash substitution is permitted. If a winner cannot be contacted or is disqualified, the Contest Entities reserve the right to determine an alternate winner at their sole discretion in a random drawing from among all remaining eligible entries. Unclaimed prize(s) will not be awarded. Other restrictions may apply. All federal, state, and local taxes on the prize are the sole responsibility of each winner.

6. **RELEASE FORMS:** Winners will be notified by telephone, mail, and/or email on or about December 11, 2009 and will be given five (5) days to confirm receipt if notified by email. If a winner cannot be contacted from the information provided on the online entry form, the Sponsor reserves the right to select another winner at its sole discretion in a random drawing from among all remaining eligible entries. Each winner (or a parent/legal guardian if winner is deemed a minor in his/her state of residence) will be required to complete and return an Affidavit of Eligibility/Liability Release (including, except where prohibited by law, a Publicity Release) (the "Affidavit") within fourteen (14) days of notification. Failure to return the executed Affidavit within the time allowed may result in forfeiture of prize and random selection of alternate winner from remaining eligible entries. A parent or legal guardian of any participant who is a minor must sign a release on behalf of the minor for the minor to be eligible to receive a prize. A prize won by a minor may be awarded to the minor's parent or legal guardian in the Sponsor's sole discretion. Guest of the Grand Prize winner (or his/her parent or legal guardian if guest is deemed a minor in his/her state of residence) must complete a Liability Release (including, where permitted, a Publicity Release) prior to issuance of travel documents. Winners will be subject to a verification process, to include winner's name, address, home phone number, work/cell phone number, and social security number or taxpayer identification number. The Sweepstakes Entities are not liable if prize notification letter is lost in the mail or email is not responded to within the time allowed.
7. **TELEPHONE AND DELIVERY DISCLAIMER:** If a Contest is a call in to win Contest and/or a telephone is needed to participate in the Contest, participants are restricted to the use of ordinary telephone equipment. Participants that enable the "Caller ID" block function will not be allowed to participate unless they enter their correct area code and telephone number if prompted, or disable the features inhibiting their participation in the Contest. Participants using equipment not set up for toll free phone exchanges (800, 888, 877, 866, etc.) may experience call connection problems.

The Contest Entities disclaim all liability for the inability of a participant to complete or continue a telephone call due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond the Contest Entities' control, or otherwise. The Contest Entities disclaim all liability for the inability of a participant to complete an online entry due to equipment malfunction, busy lines, inadvertent disconnections, acts beyond their control, or otherwise. The Contest Entities disclaim all liability for any delays, misdelivery, loss, or failure in the delivery of any item sent by electronic transmission or other delivery method. The Contest Entities are not responsible for human, mechanical, technical, electronic, communications, telephone, computer, hardware or software errors, malfunctions or failures of any kind, including: any form of active or passive filtering, insufficient space in participant's e-mail account to receive e-mail messages, failed, incomplete, garbled or delayed transmission of online entries, traffic congestion on telephone lines, the Internet, or on any website, or lost or unavailable network connections which may limit an online participant's ability to participate in the Contest, and any injury or damage to participant's or any other person's computer related to or resulting from participating in or downloading any information necessary to participate in the Contest. No mechanical reproductions will be accepted. The use of automated software or computer programs to register or enter the Contest is prohibited, and any individual who uses or attempts to use such methods to register or to enter will be disqualified. Entries void if incomplete, defective, altered, forged, illegible, or received outside authorized channels. All entries and information become property of the Sponsor and will not be returned.

8. **PUBLICITY; USE OF PERSONAL INFORMATION:** By participating, unless prohibited by law, each winner and all participants grant the Contest Entities exclusive permission to use their names, characters, photographs, voices, videotape, biographical information, and/or likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed

by law, participants agree that the Contest Entities may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

9. **TAXES:** Any valuation of the prize stated above is based on available information provided to the Contest Entities, and the value of any prize awarded to a winner will be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize and paying any expenses associated with any prize(s) which are not specifically provided for in the Official Rules. Winners must provide the Contest Entities with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600.00 in prizes from the Contest Entities will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.
10. **CONDUCT AND DECISIONS:** By participating in the Contest, participants agree to be bound by the decisions of Sponsor personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Unsportsmanlike, disruptive, annoying, harassing or threatening behavior is prohibited. The Sponsor will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of the Sponsor, the Sponsor reserves the right to terminate this Contest, or make such other decisions regarding the outcome as the Sponsor deems appropriate. All decisions will be made by the Sponsor and are final. The Sponsor may waive any of these rules in its sole discretion. Any attempt by a participant or any other individual to deliberately circumvent, disrupt, damage or undermine the legitimate operation of this Contest is a violation of criminal and civil laws. Should such an attempt be made, the Sponsor reserves the right to seek civil and/or criminal prosecution and/or damages from any such person to the fullest extent permitted by law.
11. **RELEASE:** Participants release the Contest Entities, L'Oréal USA, Inc., each radio station contracted to broadcast the Radio Show, and their respective subsidiaries and affiliated companies, divisions, parent companies, officers, directors, employees, agents and advertising agencies and all others associated with the development and execution of the Contest, from and against any and all liability with respect to or in any way arising from this Contest and the awarding, use and/or misuse of the prize, including without limitation liability for death, personal injury, loss, and/or disability.
12. **MISCELLANEOUS:** Winner(s) must submit proof of eligibility and sign the Administrator's Affidavit to claim the prize. The Sponsor may substitute prizes, as well as extend, modify, or discontinue the Contest at any time. The Sponsor disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. The Sponsor is not responsible for any typographical error in the printing of these Official Rules, administration of the Contest, or in the announcement of the Contest prizes.
13. **WINNER LIST:** For a winner list, send a stamped, self-addressed envelope no later than January 31, 2010 to: Steve Harvey SoftSheen-Carson Makeover Contest, 3565 Piedmont Road NE, Building 3, Suite 105, Atlanta, GA 30305. Vermont residents only may omit return postage.
14. **JURISDICTION:** These Official Rules shall be governed by and construed in accordance with the laws of the State of New York. Venue and jurisdiction for any claims associated in any way with these rules shall only be proper in the State of New York. Should there be a conflict between the laws of the State of New York and any other laws, the conflict will be resolved in favor of the laws of the State of New York. All judgments or awards shall be limited to actual out-of-pocket damages (excluding attorneys' fees) associated with participation in this Promotion and shall not include any indirect, punitive, incidental and/or consequential damages.
15. **SPONSOR:** Softsheen-Carson, Consumer Products Division of L'Oréal USA, Inc., 575 Fifth Ave., New York, New York 10017. **ADMINISTRATOR:** Steve Harvey Radio Network, Inc., 3565 Piedmont Road NE, Building 3, Suite 105, Atlanta, GA 30305.