

OFFICIAL SWEEPSTAKES RULES

NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE A PARTICIPANT'S CHANCES OF WINNING.

SWEEPSTAKES DESCRIPTION:

The **K-Mart Protege Giveaway** sweepstakes ("Sweepstakes") will begin on August 29, 2012 and end on September 6, 2012 ("Sweepstakes Period"). This Sweepstakes will be conducted exclusively online. One (1) winner will be awarded a prize pack from K-Mart's Protege Sneaker line ("Prize").

HOW TO ENTER / EXECUTION:

Readers of HelloBeautiful.com who are legal residents of the United States residing within the New York, NY metropolitan area, and are 18 years of age and older will be able to take part in this Sweepstakes. To participate in the Sweepstakes, listeners must do the following:

1. Sweepstakes participants must register online through HelloBeautiful's Facebook website at www.facebook.com/hellobeautifulofficial
2. Upon entering the Sweepstakes website, participants are to follow the on-screen instructions, including entering their name, date of birth, address, phone number, email address, and any optional or additional contact information, as requested, to register for a chance to win.
3. After completing the registration process, qualified entrants will be eligible for a chance to win.
4. All Internet entries must be received by 11:59pm local time on August 31, 2012, or they will be void.
5. One entry per person per day per email address during the Sweepstakes Period.
6. In the event of a dispute regarding the identity of a participant's online entry, the entry will be deemed to have been made by the authorized holder of the e-mail account at the time the entry was made.
7. One (1) winner will be selected by random drawing from among all eligible entries received electronically. Winner will be notified by phone and / or email and provided with instructions for claiming the prize.
8. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim the Prize. Identification documents must match information previously provided to the Company (defined below).

9. Any registration information and/or submissions provided by participants for purposes of this Sweepstakes will be disclosed to HelloBeautiful.com, and not to Facebook.
10. This Sweepstakes is in no way sponsored by, endorsed by, administered by, or associated with Facebook.
11. All decisions made by Company management regarding any aspect of this Sweepstakes are final.

ELIGIBILITY RESTRICTIONS:

1. The Sweepstakes is open to users of HelloBeautiful.com who are 18 years of age and older and are legal residents of the United States residing within the New York, NY metropolitan area.
2. Employees of Interactive One, LLC, HelloBeautiful.com, Radio One, Inc. (together the "Company"), its subsidiaries, affiliates, general sponsors, advertisers, competitors, promotional partners, and members of the immediate families or those living in the same households (whether related or not) of any of the above are NOT eligible to participate or win in this Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses, parents, grandparents, children, and siblings and their respective spouses.
3. Persons who have won a prize in another sweepstakes or promotion of any kind from the Company within the thirty (30) day period immediately preceding the start date of this Sweepstakes are not eligible to participate. Only one person per family or household (whether related or not) may win in any promotion from the Company during any thirty (30) day period.

PRIZES:

1. Each winner will be awarded the following Prize elements:
A prize pack from K-Mart's Protégé Sneaker line (ARV \$24.99). To the extent that prize elements are provided by third-party providers, winner agrees to look solely to applicable prize providers with respect to any claims, losses, or disputes in connection therewith.
2. Prize will be mailed to the winner's residence.
3. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Company management and/or the sponsor in its sole discretion.
4. All Contest winners must sign and date official Company release and waiver forms as requested. Failure to do so will result in the winner's forfeiture of the prize.

5. Prizes will be awarded only upon winner verification and final approval by the Company. Each winner or selected entrant will be notified by email, mail and/or phone within ten (10) days after being selected (e.g., date of drawing). Each winner or selected entrant will then have five (5) days to respond with their information. If the winner or selected entrant is unable to be contacted within five (5) days after being selected (e.g. drawing date), is ineligible, fails to claim a prize or fails to return completed and executed release forms and affidavits, if applicable and as required by the Company, or if the prize notification or prize is returned undeliverable, that prize will be forfeited and if time permits, at the discretion of the Company, an alternate entrant will be selected as the winner by random drawing from among the remaining entries.
6. If for any reason a Sweepstakes winner decides not to accept the Prize awarded, the winner will be required to sign a release form acknowledging forfeiture of the Prize. It will be at the discretion of the Company if another entrant is to be selected as the winner if time permits

GENERAL CONDITIONS:

1. Winners are responsible for all applicable taxes associated with the receipt of the Prize.
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Sweepstakes is void where prohibited. Sweepstakes is subject to all applicable federal, state and local laws and regulations.
4. Odds of winning depend upon the number of eligible entrants participating during the Sweepstakes Period.
5. By participating in the Sweepstakes, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this Sweepstakes, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Sweepstakes, each participant agrees to comply with the Official Rules and the decisions of the Company which shall be final and binding in all aspects relating to the Sweepstakes.
6. All Sweepstakes winners will be required to sign a liability release prior to acceptance of any prize. Pursuant to the liability release, the winner or winners will agree to hold the Company, Facebook, any other Sweepstakes parties and each of their respective affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing, harmless against any and all claims or liability, directly or indirectly related to or arising from or in connection with Sweepstakes participation or the acceptance, possession or use / misuse of awarded Prize or any portion thereof, or participation in Prize-related activities, including but not limited to any related travel.

7. Winners must provide valid identification (i.e. via driver's license, passport or other government-issued photo I.D.) to claim their Prize.
8. The Company retains the right to disqualify any entrant if all Sweepstakes rules are not followed. Sweepstakes void if prohibited by law.
9. So long as no participant is materially adversely affected, the Company reserves the right to make changes in these Sweepstakes rules, which will become effective upon being posted online.
10. The Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any entrant to complete or continue a telephone call, internet registration or text entry due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the transmission, receipt or processing of entries, including any injury or damage to any computer arising from or relating to participation in this Sweepstakes. Any use of robotic, macro, automatic, programmed or like entry methods will void all such entries, and may subject that entrant to disqualification.
11. By accepting the Prize, the winner acknowledges that the Company has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
12. The Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the Sweepstakes, including; cancellation of the Sweepstakes as a result of the occurrence of events not within the control of the Company, its subsidiaries, affiliates, participating sponsors, and promotional partners, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur, the Company may in its sole discretion, offer the winner comparable prize(s) currently being offered by the Company in lieu of the Prize originally awarded.
13. If for any reason, the Sweepstakes is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the Sweepstakes is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified Sweepstakes entries, or any other causes beyond the Company's, control which, in the Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, the Company reserves the right to cancel, terminate, modify or suspend the Sweepstakes at its sole discretion.
14. Any attempt by an entrant to deliberately undermine the legitimate operation of the Sweepstakes may be in violation of criminal and civil laws and should such an attempt be made, the Company reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.