

**“Walmart Beauty” Sweepstakes
OFFICIAL SWEEPSTAKES RULES**

NO PURCHASE NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. SWEEPSTAKES IS VOID WHERE PROHIBITED. SWEEPSTAKES IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE, AND LOCAL LAWS AND REGULATIONS. ODDS OF WINNING DEPEND UPON THE NUMBER OF ELIGIBLE ENTRIES RECEIVED DURING THE SWEEPSTAKES PERIOD.

SPONSORED BY: Interactive One, LLC (the “Sponsor”) located at 850 Third Avenue, 3rd Floor, New York, NY 10022.

SWEEPSTAKES DESCRIPTION:

The Walmart Beauty sweepstakes (“**Sweepstakes**”) will begin on December 1, 2015 at 12:00:01 pm Eastern Standard Time and end January 31, 2016, at 11:59:59 pm Eastern Standard Time (“**Sweepstakes Period**”). This Sweepstakes will be conducted exclusively online. Three (3) winners will be selected in a random drawing from all eligible entries received at the end of the Sweepstakes Period, and will each be awarded one (1) Walmart bundle Pack (“Prize”). Prize Approximate Retail value (ARV) is \$250.00 USD. Total Sweepstakes ARV is \$750.00 USD. By entering the Sweepstakes, entrants fully and unconditionally agree to be bound by these rules and the decisions of Sponsor, which will be final and binding in all matters relating to the Sweepstakes.

SWEEPSTAKES ELIGIBILITY

1. Entrants must be legal residents of the 50 United States or the District of Columbia, 18 years of age or older, and complete the following actions below in order to enter and take part in this Sweepstakes.
2. Additional Selfie upload requirements:
 - Selfie and accompanying phrase must not be patently offensive, illegal, pornographic or obscene, encourage illegal or unsafe behavior, or any political agenda or message, or be similarly inappropriate, as determined by Sponsor in Sponsor’s sole discretion;
 - Selfie and accompanying phrase must be family friendly and not contain any profanity, obscene Language, lewd or sexual content, references or graphics (no nude, sexually explicit, or suggestive photos);
 - Selfie and accompanying phrase may not infringe upon any rights or any third party including without limitation, copyright, trademark, and right of publicity or privacy;
 - Selfie and accompanying phrase must be produced and solely owned by entrant submitting the entry;
 - Selfie and accompanying phrase must only contain the owner/entrant of the Selfie and cannot contain any other person;
 - Selfie and accompanying phrase must be unpublished and not have been submitted in other competitions;
 - Selfie and accompanying phrase must not contain: unnecessary violence, derogatory characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), or otherwise assault or threaten others;
 - Selfies and accompanying phrase must not contain material that is unlawful, in violation of or contrary to the laws or regulations of the United States or any jurisdiction where the Selfie was taken; and
 - Selfies and accompanying phrase must be consistent with the image and values of Sponsor and be consistent with and satisfy the purpose of the Sweepstakes.

HOW TO ENTER / EXECUTION:

Entrants must do the following:

1. Upload one (1) selfie a day on Instagram.com; Facebook.com; or Twitter.com without repeating the same image or phrase; and
2. Tag the Uploaded image with the Hashtags #HBStyleon10 **AND** #HBSweeps.
3. Winners will be randomly selected from Qualified Entrants. A Qualified Entrant is an Entrant who satisfies the Eligibility Requirements set forth above and Eligibility Restrictions set forth below, and will be notified on February 5, 2015:
4. Winners will have two business days from notification to claim prize, in accordance with the terms set forth below, or prize will be forfeited and may be awarded to an alternate winner, time permitting.
5. Multiple entrants are not permitted to share the same email account. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email accounts, identities, registrations and logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. 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 email account at the time the entry was made. The "authorized 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. Each potential winner may be required to show proof of being the authorized account holder.
6. Any registration information and/or submissions provided by participants for purposes of this Sweepstakes will be disclosed to Sponsor.
7. If you choose to enter on your mobile device using a mobile device on a wireless service provider's network (as opposed to on a Wi-Fi network), your wireless carrier's text and data rates apply. You should consult your wireless service provider's pricing plan for details. You agree to incur any and all charges demanded by your wireless carrier.
8. This Sweepstakes is in no way sponsored by, endorsed by, administered by, or associated with Facebook.com; Instagram.com; or Twitter.com. Facebook.com's Terms of Use can be found here: <https://www.facebook.com/legal/terms>. Instagram.com's Terms of Use can be found here: <https://help.instagram.com/478745558852511>. Twitter.com's Terms of Use can be found here: <https://twitter.com/tos?lang=en>.
9. In the event that there is a conflict between these Official Rules and Facebook.com's, Instagram.com's or Twitter.com's Terms of Service, these Official Rules shall govern.
10. All decisions made by the Sponsor regarding any aspect of this Sweepstakes are final.

ELIGIBILITY RESTRICTIONS:

1. The Sweepstakes is open to Qualified Entrants only (as defined herein).
2. Employees, officers and directors of Sponsor, Radio One, Inc., and each of their respective subsidiaries, affiliates, advertisers, competitors, promotional partners, Participating Websites, radio stations, Walmart 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 in or win this Sweepstakes. For purposes of this Sweepstakes, immediate family members mean spouses,

parents, grandparents, children, and siblings and their respective spouses. You are not authorized to participate in the Sweepstakes if you are not located within the 50 United States or the District of Columbia. Void where prohibited, taxed or restricted by law.

3. Participants may only win once during this Sweepstakes.

PRIZES: Three (3) Qualified Entrants will be selected in a random drawing from all Qualified Entrants on Monday, February 1, 2015 Odds of winning depend on the number of eligible entries received for the drawing. Each of the three (3) winners will receive the following prize:

- a. One (1) Walmart Bundle Pack which may include: beauty, fashion, & home décor items.
Prize ARV: \$250.00 USD.
4. Total approximate retail value of all prizes combined: \$750.00 USD. No substitution of prizes is offered, no transfer of prizes to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by Sponsor in its sole discretion. In the case of unavailability of any prize, Sponsor reserves the right to substitute a prize of equal or greater value. All taxes and unspecified expenses are the responsibility of winners. Limit one (1) prize per person or household.
 5. All Sweepstakes winners must sign and date official Sponsor release, provide a fully executed w9, and a copy of a valid photo ID within five (5) days of receipt. Failure to do so will result in winner forfeiting the prize.
 6. Prizes will be awarded only upon winner verification and final approval by the Sponsor. If an Entrant is a Qualified Entrant, he or she will be notified via the social media platform the Entrant entered the Sweepstakes. If a Qualified Entrant entered via Facebook that Qualified Entrant will be notified via Facebook comment, If a Qualified Entrant entered via Instagram that Qualified Entrant will be notified via an Instagram Direct Message. If a Qualified Entrant entered via Twitter then that Qualified Entrant will be notified via a Twitter Direct Message. In order to receive a comment on Facebook the Qualified Entrant has to have his or her Facebook Privacy In order to receive a Direct Message on Instagram and Twitter the Qualified Entrant should be following @HelloBeautiful and have their privacy settings "unchecked". Each selected Qualified Entrant will then have to respond with the requested information. If the winner or selected Qualified Entrant is unable to be contacted within 2 days of the drawing date, is determined to be ineligible, fails to claim a prize or fails to return completed and executed release forms and affidavits, or if the prize notification or prize is returned undeliverable, that prize will be forfeited and if time permits, at the discretion of Sponsor, an alternate Qualified Entrant will be selected as the winner by random drawing from among all remaining entries. Upon prize forfeiture, no compensation will be given.
 7. If for any reason a Sweepstakes winner decides not to accept the prize awarded, the winner may be required to sign a release form acknowledging forfeiture of the prize. It will be at the discretion of Sponsor if another entrant will 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. Odds of winning depend upon the number of Qualified Entrants participating during the Sweepstakes Period.

4. By participating in the Sweepstakes, the winner agrees to have their name, voice, picture, portrait, likeness, biographical information, address (city and state) or statements made by each winner regarding the Sweepstakes or Sponsor 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 (except where prohibited by law), 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 Sweepstakes sponsor which shall be final and binding in all aspects relating to the Sweepstakes.
5. Sweepstakes winners may be required to sign a liability release prior to acceptance of any prize. By participating in the Sweepstakes, entrants and winners agree to hold the Website, Sponsor, Walmart, any other Sweepstakes parties and each of their respective parent companies, affiliates, subsidiaries, agencies, officers, shareholders, directors, employees, agents and representatives of each of the foregoing (collectively, "Released Entities"), 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, property damage, personal injury and/or death which may occur in connection with the Sweepstakes, and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement, or any other intellectual property-related or personal cause of action.
6. Sponsor retains the right to disqualify any Entrant if all Sweepstakes rules are not followed or if any entrant attempts to interfere with the Sweepstakes. Sweepstakes is void if prohibited by law.
7. Sponsor is not responsible for the inability of any Entrant to complete or continue a telephone call, internet registration, text entry, or any other Sweepstakes-related activity 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 failed transmissions which may limit one's ability to enter the Sweepstakes or 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.
8. By accepting any prize, the winner acknowledges that Sponsor makes no warranties, and hereby disclaims any and all warranties, express or implied, concerning any Weekly Prize furnished in connection with the Sweepstakes. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, SUCH PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND/OR NON-INFRINGEMENT. IN NO EVENT WILL THE RELEASED ENTITIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE SERVICE AND/OR THE SWEEPSTAKES, DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE SWEEPSTAKES. SOME JURISDICTIONS MAY NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.
9. Sponsor will not assume any responsibility for any changes in the execution of the Sweepstakes, including; cancellation of the Sweepstakes or the inability to award any prize as a result of the occurrence of events not within Sponsor's control and, such as acts of God, strikes, terrorists acts or

criminal acts of third parties. In the event, such an act should occur, Sponsor may in its sole discretion, offer the winner comparable prize(s) currently being offered by Sponsor in lieu of the prize originally awarded.

10. All entries become the sole and exclusive property of the Sponsor and receipt of entries will not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. Released Entities are not responsible for any typographical, printing, or other error in any Sweepstakes materials, or for any errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries, or in the announcement of prizes, including such error that may give an erroneous indication that a prize has been won. In no event will a greater number of prizes than stated in these Official Rules be awarded. 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 Sponsor's, control which, Sponsor's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Sweepstakes, Sponsor reserve the right to cancel, terminate, modify or suspend the Sweepstakes at Its sole discretion. In such case, Sponsor may select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or web site. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.
11. Copies of Sweepstakes rules are available upon request during regular business hours, Monday – Friday 9:00 a.m. to 5:00 p.m., in the offices of Interactive One, located at 850 Third Avenue, Third Floor, New York, NY 10022.
12. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New York.
13. THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York County in the State of New York. The parties agree not to raise the defense of forum non conveniens.
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.

15. Sponsor will use any information provided by Entrants to fulfill the obligations of this Sweepstakes in accordance with its online Privacy Policy located at: <http://interactiveone.com/privacy/>. To obtain a list of winners, send a self-addressed, stamped envelope to 850 Third Avenue, Third Floor, New York, NY 10022. Requests to obtain a list of winners must be received ninety (90) days after the winners for the Sweepstakes are chosen.
16. The Official Sponsor and Administrator of this Sweepstakes is Interactive One, LLC ("IONE"). All decisions made by the Official Sponsor regarding any aspect of this Sweepstakes are final.
17. Walmart has no responsibility for this Sweepstakes.