

2009  
*The Steve Harvey Morning Show*  
SoftSheen-Carson's Bad Hair Day June Contest  
OFFICIAL RULES

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

1. **PROMOTION PERIOD:** SoftSheen-Carson's Bad Hair Day June Contest (the "Contest") begins at 6:00:01am Eastern Time ("ET") on June 8, 2009 and concludes at 11:59:59pm ET on June 11, 2009 (the "Promotion Period"). All entries must be received during the Promotion Period.
2. **ELIGIBILITY:** Participants and winners must be legal residents of the forty-eight (48) contiguous United States or District of Columbia (excluding Rhode Island) and at least 18 years or older as of the date of entry. Subject to all laws and regulations and void in Rhode Island 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 (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, as well as attach one (1) recent photo (up to 600KB and in a .jpg, .bmp, or .png format) of yourself taken forty-five (45) days or less from the date of entry. Entry photos must be original and not re-touched or edited using computer software.

Entries limited to one (1) entry per person. Winner will be drawn from online entries 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

BY ENTERING THE CONTEST, (1) YOU ARE VERIFYING THAT YOU ARE PARTICIPANT IN THE SUBMITTED PHOTO, (2) YOU WARRANT AND REPRESENT THAT YOU ARE THE OWNER OF THE SUBMITTED PHOTOGRAPH OR YOU HAVE OBTAINED A LICENSE FOR ALL OF THE USES TO BE MADE OF THE PHOTOGRAPH, EITHER COMMERCIAL OR PROMOTIONAL, (3) YOU WARRANT AND REPRESENT THAT THE PHOTOGRAPH DOES NOT INFRINGE ON ANY THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS, INCLUDING COPYRIGHTS, TRADEMARKS OR OTHER PROPRIETARY OR PERSONAL RIGHTS FOR WHICH YOU HAVE NOT OBTAINED A LICENSE OR ANY OTHER NECESSARY RIGHTS, AND (4) BY SUBMITTING THE PHOTOGRAPH IN THIS CONTEST, YOU HEREBY GRANT THE CONTEST ENTITIES A PERPETUAL, WORLDWIDE, NON-EXCLUSIVE, ROYALTY-FREE, SUB-LICENSABLE (THROUGH MULTIPLE TIERS) RIGHT AND LICENSE TO USE, PUBLISH, REPRODUCE, DISPLAY, PERFORM, ADAPT, MODIFY, DISTRIBUTE, HAVE DISTRIBUTED AND PROMOTE SUCH CONTENT IN ANY FORM, IN ALL MEDIA NOW KNOWN OR HEREINAFTER CREATED, ANYWHERE IN THE WORLD, FOR ANY PURPOSE.

4. **JUDGING/VOTING DETAILS:**  
**Judging:** A panel of judges provided by the Sponsor will select up to three (3) finalists (the "Finalist(s)") from all correct, eligible entries received by 11:59:59pm ET on June 11, 2009 based on the following criteria: (1) a written portion to include: a.) Why you should be selected, b.) Your hair care history, and c.) How the hair makeover will

benefit you (75%) and (2) a photo portion to include: a.) How much your current hair style does not complement your face shape and b.) How much your current hair style does not compliment your skin tone (25%).

Online Voting: Each Finalist's entry will be posted at [www.steveharvey.com/badhairday](http://www.steveharvey.com/badhairday) for people to vote online beginning at 6:00:01am ET on June 15, 2009 and ending at 8:59:59pm ET on June 18, 2009 (the "Online Voting Period"). The winners will be selected by the highest number of votes received during the Online Voting Period.

**By participating in the voting portion of this Contest, each voting participant agrees to be bound by these official Contest rules.**

Voting is limited to one (1) vote per person during the Online Voting Period. If an entry receives multiple and/or irregular votes or multiple votes from the same user or users, including but not limited to, votes generated by a robotic, programmed, script, macro, other automated means or other source, the Contest Entities reserve the right to disqualify the entry in their sole discretion. In the event of a tie during either judging selection or online voting, an additional, qualified, "tie-breaking" judge shall determine the winner from such tied entries using the criteria herein. Judges' decisions on all matters relating to this Contest shall be final and binding. Winners will be announced on the Radio Show on or about June 24, 2009. 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 Contest Entities, whose decisions are final on all matters relating to this Contest.

5. RELEASE FORMS: Winners will be notified by telephone, mail, and/or email on or about June 24, 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 emailed entry form, the Contest Entities reserve the right to select another winner at its sole discretion. Each winner (or a winner's parent/legal guardian if a winner is deemed a minor in his/her state of residence) will be required to sign, have notarized, and return an Affidavit of Eligibility and Liability Release (including, where permitted, a Publicity Release) within fourteen (14) days of notification via mail or email. 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 Contest Entities' 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. Failure to return the executed Affidavit within that time may result in forfeiture of prize and selection of alternate winner from remaining eligible entries. The Contest Entities are not liable if prize notification letter lost in the mail or returned as undeliverable when delivery is attempted by regular mail or email is not responded to within the time allowed.
6. PRIZE(S): One (1) eligible Grand Prize winner will win a three (3) day/two (2) night trip for two (2) people to Washington D.C. plus a hair make-over with Johnny Wright. 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 (double occupancy), a hair-makeover for the Grand Prize winner with Johnny Wright, ground transfers between the airport, hotel, and hair-makeover location, and one (1) SoftSheen-Carson personalized hair care gift basket (Approximate Retail Value: \$3,000.00). Two (2) eligible Runner-Up winners will each win one (1) SoftSheen-Carson personalized hair care gift basket (Approximate Retail Value: \$100.00 each). The Total Approximate Retail Value of all prizes is \$3,200.00. Travel must take place by October 30, 2009 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, 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 in their sole discretion. 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.

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, where allowed 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 the Contest Entities' personnel and judges. 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 Contest Entities will interpret these rules and resolve any disputes, conflicting claims, or ambiguities concerning the rules or the Contest, and the Contest Entities' 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 Contest Entities, the Contest Entities reserve the right to terminate this Contest, or make such other decisions regarding the outcome as the Contest Entities deem appropriate. All decisions made by the Contest Entities are final. The Contest Entities reserve the right to cancel or suspend the Contest should virus, bugs or other causes beyond the control of the Contest Entities corrupt the administration, security or proper play of the Contest, in which case prize will be awarded via a judging from among all eligible entries received prior to cancellation. All decisions will be made by the Contest Entities and are final. ANY ATTEMPT BY A PARTICIPANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND

SHOULD SUCH AN ATTEMPT BE MADE, THE CONTEST ENTITIES RESERVE THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

11. RELEASE: Participants release the Contest Entities, 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 and use of the prize, including without limitation liability for death, personal injury, loss, and/or disability.
12. MISCELLANEOUS: Each winner must submit proof of eligibility and sign the Administrator's release form to claim the prize. The Contest Entities may substitute prizes, as well as extend, modify, or discontinue the Contest at any time without prior notice. The Contest Entities disclaim any responsibility to notify participants of any aspect related to the conduct of the Contest. The Contest Entities are 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. For a copy of the rules, or where required by law, a winners list, mail a written request with a stamped, self-addressed return envelope to Steve Harvey SoftSheen-Carson Bad Hair Day June Contest, 3565 Piedmont Road NE, Building 3, Suite 105, Atlanta, GA 30326. Vermont residents only may omit return postage. Winners List will be available for six (6) months beginning July 29, 2009.
13. JURISDICTION: These Official Rules shall be governed by and construed in accordance with the laws of the State of Georgia. Venue and jurisdiction for any claims associated in any way with these rules shall only be proper in the State of Georgia.