

2008 'Hoodie Awards' Sweepstakes sponsored by Soft Sheen-Carson. Enter for a chance to win. See details at www.softsheen-carson.com or at participating retailers.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT IMPROVE YOUR CHANCE OF WINNING. CONTEST IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA, 21 YEARS OF AGE AND OLDER. VOID IN PUERTO RICO AND WHERE PROHIBITED BY LAW.

1. HOW TO ENTER: No purchase necessary to enter or win. 2008 Soft Sheen-Carson 'Hoodie Awards' Sweepstakes ("the Sweepstakes") starts at 12:01 AM Eastern Time ("ET") on June 1, 2008 and ends at 11:59 PM ET on August 1, 2008 (the "Entry Period").

Two methods of entry: online and in-store mail-in at participating retailers. Method #1: To enter online, visit www.softsheen-carson.com and complete and submit the online entry form by following all online entry instructions. Free Internet Access is available at many public libraries. Method #2: To enter via in-store mail-in, please obtain a paper entry form at participating retailers and mail the completed entry form to: 2008 Soft Sheen-Carson 'Hoodie Awards' Sweepstakes, PO Box 1878, Elgin, IL. 60121-1878. In-store mail-in entries must be postmarked by August 1, 2008 and received by August 8, 2008. One entry per person allowed, regardless of the method of entry. All entries become the sole property of Soft Sheen-Carson, Consumer Products Division of L'Oreal USA, Inc. ("Sponsor") and none will be returned.

The entry form must be completed in full including, without limitation, the entrant's name, address, phone number, date of birth, and signature. Limit one entry per person. Entry is defined as an entry form.

Incomplete entries and entries not complying with all rules are subject to disqualification. No correspondence regarding entries will be acknowledged or entered into with entrants. Sponsor is not responsible for late, lost, incomplete, illegible, stolen, damaged, misdirected or postage due entries or mail (all of which such entries are void).

Information collected from entrants is used only for the purpose to notify the winners, and will not be re-used, sold or shared in any manner by Sponsor or any third parties, unless participant has checked the box that appears on the entry form and agrees to receive information from Sponsor or from third parties. Once the Sweepstakes has ended, all information supplied by participants who do not agree to receive such information will be removed from the database.

PRIZES: Five (5) grand prize winners will be randomly selected from among the total combined online and mailed-in entry forms. Each Grand prize consists of: A 3-day/2-night trip for winner and one (1) guest to Las Vegas, Nevada to attend the 6th Annual

Hoodie Awards. Prize includes two (2) tickets to the Tailgate Party on September 19, 2008; two (2) tickets to the Hoodie Awards on September 20, 2008; roundtrip coach-class air transportation for winner and one (1) guest from a major airport near the winner's home (to be determined solely by Sponsor) to Las Vegas, Nevada, 3 days/2 nights standard hotel accommodations at the Orleans Hotel for one (1) double-occupancy hotel room, and a complimentary Soft Sheen-Carson gift bag. Approximate Retail Value ("ARV") of each Grand Prize: \$2,500.00. Total ARV of all prizes: \$12,500.00. Actual value may vary depending upon airfare and room rates at time of stay and point of departure. If actual value of trip is lower than ARV, the difference will not be awarded in cash. Grand Prize Winners must be available to travel to Las Vegas, NV on September 19, 2008 and return on September 21, 2008 or prize will be forfeited and awarded to an alternate winner. Grand Prize Winners and guests must travel together on the same itinerary and must travel from major airport selected by Sponsor near winner's residence. Ground transportation may be substituted for air travel if winner lives in the vicinity of Las Vegas, NV. All travel arrangements will be booked by Sponsor. Unless child of winner, winner's guest must be of the age of majority in his/her state of residence. Guests must complete and return a Liability/Publicity Release prior to travel, except where prohibited. All other costs associated with accepting, redeeming, and using prize including, but not limited to, any other airfare, ground and other transportation to and from hotel, meals, state and local government surcharges, and all taxes (sales, income, airport, value-added, and other), gratuities, incidental expenses, licenses, registrations, port charges, telephone calls, fees or charges for changing dates, travel insurance premiums, visas, passports, transportation and other costs or expenses not listed as part of the prize are the sole responsibility of the winner. Any immunizations or other health-related precautions that might be recommended for travel to prize destination are the sole responsibility of the Grand Prize winners and travel companions. Grand Prize winners and travel companions must possess valid travel documents (i.e. valid photo ID) in order to travel. There will be no cash substitution if winners and guests decide not to utilize the accommodations, transportation, and/or gift bag included with the 2008 Soft Sheen-Carson 'Hoodie Awards' promotion. The prize is non-transferable and cannot be redeemed for cash or other consideration, except by Sponsor due to unavailability, in which case a prize of equal or greater value will be substituted. All taxes are the sole responsibility of the winner. If the Event is postponed, canceled or has occurred, the Sponsor shall have no further obligation to any winner other than to supply a trip to Las Vegas, NV, minus the Event portion of the prize. Should this be the case, the prize must be taken within twelve months (12) from the notification date.

WINNER SELECTION/NOTIFICATION: Five (5) Grand Prize Winners will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted on or about August 15, 2008. Winners will be notified by telephone and/or mail and will be required to sign and return an affidavit of eligibility and publicity and liability release within ten (10) days of notification or an alternate winner will be selected according to the judging criteria listed above. Winners' travel companions will also be required to sign and return an affidavit of eligibility/publicity and liability release prior to departure. Odds of winning depend on the number of eligible entries received.

ELIGIBILITY: Sweepstakes open only to legal residents of the 50 United States or the District of Columbia, 21 years of age and older, at the time of entry. Void in Puerto Rico and outside of the U.S. Employees of Sponsor, The Fulfillment Network, and each of their respective parent companies, subsidiaries, affiliates, distributors, sales representatives, advertising and promotion agencies, and the immediate families or household members (whether related or not) of each are not eligible. Sponsor reserves the right to verify the eligibility of winner.

GENERAL TERMS & CONDITIONS: Photocopied, illegible, or mechanically reproduced entries are not eligible. All entries and requests become Sponsor's property and will not be returned or acknowledged. Sponsor is not responsible for: (i) any late, lost, inaccurate, illegible, or mutilated entries, (ii) any injuries, losses or damages of any kind caused by the acceptance, possession or use of any prize or from participating in the Sweepstakes; (iii) any printing, typographical, administrative or technological errors in any material associated with the Sweepstakes; or (iv) any damage to entrant's or any other person's computer network, software, hardware or other telecommunications malfunctions related to or resulting from downloading any material from the Sponsors' website. The Sponsor may prohibit you from participating in the Sweepstakes or winning the prize if, in its sole discretion, the Sponsor determines that you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other players or Sponsor's representatives. CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION OF SUCH PARTICIPANT AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY'S FEES) AT LAW AND EQUITY FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION. Proof of mailing entry does not constitute proof of delivery. The information contained in all entries will become the Sponsor's property and will not be returned or acknowledged. Sponsor reserves the right to cancel, modify, terminate or suspend the Sweepstakes should a virus, bug, tampering, computer problem, unauthorized human intervention, force majeure, technical failures or other cause beyond Sponsor's control corrupt the administration, security, fairness or proper play of the Sweepstakes and may disqualify any person who attempts to engage in such activity. All U.S. Federal, State and Local laws and regulations apply. Void in Puerto Rico, outside the U.S., and where prohibited by law. Prizes may not be cashed, transferred or exchanged. Sponsor reserves the right to substitute prizes of equal or greater value. Entry and acceptance of prize constitute permission to use winner's name, city and state of residence and photograph or likeness and entry for promotional purposes without additional compensation notification, review or approval, unless prohibited by law. Entrants agree that their entry will be owned by the Sponsor, and it or its designees shall have the right to publish, use, adapt, edit and/or modify such entry in any way including in commerce and in any and all media worldwide, including, but not limited to,

the Internet, without limitation or without compensation to the entrant. Entrants release and hold harmless Sponsor, L’Oreal USA, Inc., their affiliated companies, and their respective parents, subsidiaries, affiliates, advertising and promotion agencies, and all their respective directors, officers, employees, representatives and agents (the “Released Parties”) from and against any and all claims, liability or authorization that may arise in connection with their participation in this Sweepstakes or the acceptance, possession, use or misuse of any prize or from participation in this Sweepstakes. Entrants acknowledge that the Released Parties or any entity associated with the Sweepstakes make no warranty of any kind, express or implied with respect to the prize, its fitness for a particular purpose, satisfactory quality, description or nature of the prize or otherwise. The return of a notification or prize as undeliverable will result in disqualification and the selection of an alternate winner. Any Federal, State, Local or other taxes payable on the prize are the sole responsibility of the winner. By entering into this Sweepstakes, entrants agree to be bound by these official rules and the decisions of the Sponsor, which are final and binding in all regards. Except where prohibited, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York without giving effect to any choice of law or conflict of law rules (whether or the State of New York, or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York. In addition, any dispute relating to the Promotion (including these Official Rules) shall be brought in the appropriate state or federal court having jurisdiction over the subject matter located in the City and County of New York. Entrants hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non conveniens or lack of personal jurisdiction they may have.

WINNERS LIST: To receive a list of the winners’ names, send a stamped, self-addressed envelope to 2008 Soft Sheen-Carson ‘Hoodie Award’ Sweepstakes, PO Box 1878, Elgin, IL. 60121-1878 no later than August 30, 2008.

SPONSOR: Soft Sheen • Carson, Consumer Products Division of L’Oréal USA, Inc., 575 Fifth Avenue, New York, NY 10017