

MISS O & FRIENDS® / Cupcake Diaries Party Basket Sweepstakes

OFFICIAL RULES

THIS SWEEPSTAKES IS OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA AND SHALL BE CONSTRUCTED AND EVALUATED ACCORDING TO U.S. LAW.

THIS SWEEPSTAKES IS VOID IN PUERTO RICO, GUAM AND THE U.S. VIRGIN ISLANDS.

SWEEPSTAKES ENTRY AND ENDING PERIODS:

NO PURCHASE NECESSARY. The Miss O & Friends®/ Cupcake Diaries Party Basket Sweepstakes begins Sunday Jan 1, 2012 at 5:01 Eastern Standard Time (“EST”) and ends on July 31, 2012 at 11:59 pm.

ELIGIBILITY:

Open to legal residents of the 50 United States and the District of Columbia. To enter you must be a member of the Miss O Club on the www.MissOandFriends.com website. Membership is free. Each eligible entrant must provide a contact email, or if the entrant is under 13 years of age (a “minor”), they must provide a valid parent or legal guardian contact email. Entrant may also supply a cell number for easy contact if winner. By entering the Sweepstakes, each entrant (“Participant”) (as a minor, a parent or legal guardian) is bound by and agrees to these Official Rules. Individuals employed by or otherwise associated with “sponsor” (HD Group, LLC, their promotional partners, agencies, affiliates, subsidiaries), members of their immediate families and persons living in the same household of these individuals are not eligible to enter or win a prize. Sponsor reserves the right to verify the eligibility qualifications of any Participant at any time. U.S. law governs this Sweepstakes. VOID WHERE PROHIBITED.

HOW TO ENTER:

During the Sweepstakes Entry Period, go to www.MissOandFriends.com and login. After logged in, go to the page: <http://www.missoandfriends.com/contests/cupcake-diaries/index.php>.

If entrant is not a member of the Miss O Club, follow the instructions provided in the Contest section to join the Miss O Club. Miss O Club membership is free. After becoming a member of the Miss O Club, register to enter on the Cupcake Diaries Win Books and Party Basket Sweepstakes register page.

Read the “Sneak Peek” chapters on the Sneak Peek Chapter Page to know the story. Take a Pop Quiz on one of the (up to) 10 books. These quizzes will be updated throughout the sweepstakes period as new books are launched. For every question you answer correctly you will receive 25 points that will be entered to win the Cupcake Diaries Party Basket monthly giveaway consisting of the entire current book series. Ten (10) prizes given away each month. Five (5) points are needed for a single entry.

You may enter anytime during the Sweepstakes Entry Period. Entries must be received by:

- January 1, 2012 to July, 31, 2012 to be eligible to win the Cupcake Diaries Party Basket monthly giveaway consisting of the entire current book series.

Sponsor is not responsible for entries that are not completely filled out, late, or do not have a valid and proper email address included therein.

HOW TO WIN:

During the Sweepstakes entry period, Miss O & Friends® staff members will randomly select 10 winners for the Cupcake Diaries Party Basket monthly giveaway consisting of the entire “current” book series.. The more entries you have via earning points for the specific quiz, the better the chances of winning for individuals who participate.

The Prize Winner(s) will be determined on a random basis. “Selectee” preliminary winner (as a minor, a parent or legal guardian) will be contacted within 24 hours of the Sweepstakes end date via the provided email and must respond by providing additional necessary contact information of the Winner (as a minor, a parent or legal guardian), within 72 hours of notification. Should Selectee fail to respond and provide the additional necessary contact information within the specified 72 hour period, winnings are forfeited and deemed null and void for said Selectee.

Sponsor reserves the right at their sole discretion to disqualify any entry at any time that in Sponsors’ opinion is offensive, contains unsuitable material, endangers the safety or well being of any person, or if it is determined the Participant has not complied with these Official Rules. By entering the Sweepstakes, Participants (as a minor, a parent or legal guardian) acknowledge compliance with these Official Rules and the abbreviated Official Rules that form a part of these Official Rules available at www.MissOandFriends.com. This Sweepstakes is subject to all applicable federal, state, and local laws and regulations.

SWEEPSTAKES PRIZES:

Ten (10) Prizes: Cupcake Diaries Party Baskets monthly giveaway consisting of the entire “current” book series.

Prizes given each month from January to July 2012.

GENERAL RULES:

Sponsor assumes no responsibility, for any issues in whole or in part. Prize details and specifications are at sole discretion of the Sponsor. Prizes that are lost, stolen or broken during shipping to Winner will not be replaced or exchanged. All prizes will be accepted by winner “as is.” All prizes will be awarded. Prizes are non-transferable, and no substitutions or cash equivalents allowed, except at the discretion of the Sponsor. If a prize is unavailable, a prize of equal or greater value will be awarded in Sponsors’ sole guardian of the minor. All taxes on prize and other expenses related to accepting and/or using prize not listed in these rules, including, but not limited to gratuities, personal incidentals, and insurance, are the sole responsibility of the winner and parent or legal guardian of a minor winner. A potential winner of the Grand Prize will be required to complete the Sweepstakes entry form and submit the entry form by the deadline(s). Failure to do so will result in disqualification and forfeiture of the prize. Upon prize forfeiture, no compensation will be given. Entrants and their parent/legal guardian release and hold harmless the Sponsor, co-Sponsor(s), subsidiaries, partners, agencies and employees of these companies from any and all liability, damages, injuries, or losses of any kind that may result from participation in the promotion. By entering, entrants and their parents/legal guardians agree that they will have no rights to bring (and covenant not to bring) any claim, action or proceeding of any kind or nature whatsoever against Sponsor, co-Sponsor(s), subsidiaries, partners, agencies and employees of these companies, that may arise from participation in this promotion, acceptance, award and/or use/misuse of any prize or participation in prize related activities, events or travel, in this promotion. By accepting prize, entrants including their parents and/or legal guardians grant permission to use their descriptions, likeness, statements, and biographical information without limitation, by HD Group, LLC and its assigns, for advertising and publicity purposes without further compensation, except where prohibited by law. Sponsor has the sole right to cancel or suspend the promotion or any portion thereof for any reason whatsoever that may corrupt the administration, security or proper play of the promotion. In such cases, prizes will be awarded from all eligible entries received prior to cancellation. All federal, state, and local laws and regulations shall apply. In the

event that any winner chooses not to accept his/her prize, is not in compliance with the rules, is unable to be notified, prize will be forfeited and an alternate winner will be randomly selected. Sponsor is not responsible for printing errors in these Official Rules. Sponsor may alter these Official Rules at any time during the Sweepstakes without notice.

RELEASE:

By entering the Sweepstakes, each Entrant releases and holds harmless the Sponsor, co-Sponsor(s), their advertising and promotion agencies, the prize manufacturers, each of their respective parents, subsidiaries, and affiliates, and each of their respective officers, directors, employees, agents, and representatives from any and all damages, losses, liabilities, costs, or expenses of any kind arising out of or resulting from: (i) any violation by any Entrant of these Official Rules; (ii) the Sweepstakes or the entry; (iii) the acceptance, possession, receipt, or use of any prize; (iv) any incorrect, incomplete, or garbled information caused by any technical or human error that may occur in the operation of the Sweepstakes, including without limitation printing or typographical errors in any Sweepstakes materials; (v) any problems or technical malfunctions (errors, omissions, interruptions, deletions, defects, or delays in operation or transmission) of any computer, telephone, modem, online system, server, or other communications equipment or provider; (vi) any failure of e-mail on account of Internet traffic congestion or otherwise (proof of transmission does not constitute proof of delivery); and (vii) any entry, e-mail, or other material or correspondence that has been tampered with or that is stolen, misdirected, incomplete, lost, late, nonconforming, ineligible, or damaged.

INTERNET:

Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission or communications line failure that results in the entry registration page being inaccessible online or any other errors or malfunctions of any kind whether network, software, hardware, programming, printing, typographical, human or otherwise relating or in connection with the Sweepstakes, including without limitation, errors or malfunctions that may occur in connection with the administration of the Sweepstakes, uploading of files, the processing, the announcement of the winner, prize or in any Sweepstakes -related materials. Furthermore, Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any Website, or any combination thereof, including any injury or damage to Participant's or any other person's computer relating to or resulting from participation in this Sweepstakes or downloading any materials in this Sweepstakes. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL & CIVIL LAWS & SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

USE OF ENTRANT'S INFORMATION:

Each Entrant acknowledges and agrees that each entry and its contents becomes the property of the Sponsor. By entering the Sweepstakes, each Entrant acknowledges that their submitted design is their own original work and that the work does not exist in the public domain, and grants HD Group, LLC all the rights and title to the design. HD Group, LLC has no obligation to any Entrant for compensation or otherwise. Each Entrant also grants to the Sponsor the right to use and publish the Entrant's name, design, a design description, and state of residence, along with any other information in the Entry, both electronically (for example, on the Internet) and in print, in connection with the Sweepstakes at any time, except to the extent prohibited by law and unless the Entrant has sent to the Sponsor a specific request in writing instructing the Sponsor not to publish the Entrant's name and state of residence. By accepting a prize, each winner acknowledges and

agrees to the use by the Sponsor, without additional compensation, of his or her name, likeness, photo, and photo title and description for purposes of advertising, trade, and promotion, except to the extent prohibited by law. In addition, the Sponsor reserves the right to use any and all information related to the Sweepstakes, including information on Entrants received through the Sweepstakes, in any manner permitted by law.

PRIVACY & PERSONAL INFORMATION:

Sponsor will use personal information collected from entrants for the purpose of administering the Sweepstakes only. Sponsor shall not sell, share or otherwise disclose personal information of entrants with third parties, other than to third parties engaged by Sponsor to fulfill the above purposes. If you have any questions about the Sponsor's Privacy Policy, you may contact HD Group, LLC by email or mail at: Email: webmaster@MissOandFriends.com; Mail: Customer Service, Miss O & Friends[®], HD Group, P.O. Box 156, Old Greenwich, CT 06870. For a complete discussion of the Miss O & Friends[®] privacy policy, please visit www.missoandfriends.com/misso/policy.php

DISPUTES AND GOVERNING LAW:

Except where prohibited by law, as a condition of participation in this Sweepstakes, Participant (as a minor, her parent or legal guardian) agrees that any and all disputes and causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at an AAA region Office in a location nearest the Sponsor. Further, in any such dispute, under no circumstances will Participant (as a minor, her parent or legal guardian) be permitted to obtain awards for, and hereby waives all rights to claim, punitive incidental or consequential damages, or any other damages, including attorney's fees, other than Participant's actual out-of-pocket expenses that are specifically associated with the Prize awarded to the Participant from the Sweepstakes and Participant's parent or legal guardian further waives all rights to have damages multiplied or increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Participants and Sponsor in connection with this Sweepstakes, shall be governed by and construed in accordance with the substantive laws of the State of Connecticut, without regard to Connecticut's choice of law rules. In the event that an action is commenced that relates to the Sweepstakes, such action must be brought in the federal and state courts located in the United States of America in the State of Connecticut, County of Fairfield, and the parties hereto consent to personal jurisdiction. Only courts located in the State of Connecticut will have jurisdiction over any controversies arising out of or regarding the Sweepstakes.

WINNERS' NAMES:

If you would like a copy of the Winner's names (available after close of Sweepstakes), please send a self addressed stamped business size envelope within 3 months of Sweepstakes end date to: The Miss O & Friends[®] "Cupcake Diaries" Sweepstakes, C/O HD Group, LLC, attn: Customer Service, P.O. Box 156, Old Greenwich, CT 06870.

SPONSOR:

HD Group, LLC,
3 Lockwood Avenue,
Old Greenwich, Connecticut, 06870

Cupcake Diaries - Simon Spotlight
A division of Simon & Schuster
New York, NY

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