

MISS O & FRIENDS ® / LUNCHBOX T-SHIRT DESIGN CONTEST

OFFICIAL RULES

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

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

CONTEST ENTRY PERIOD:

NO PURCHASE NECESSARY. The Miss O & Friends/Lunchbox T-Shirt Design Contest (the “Contest”) begins Sunday, April 25, 2010 at 5:01 Eastern Daylight Savings Time (“EDT”) and ends Monday, September 20, 2010 at 11:59 p.m. EDT.

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 21 years of age (a “minor”), they must provide a valid parent or legal guardian contact email. By entering the Contest, each entrant (“Participant”) (as a minor, a parent or legal guardian) are bound by and agree to these Official Rules. Individuals employed by or otherwise associated with HD Group, LLC or Lunchbox Enterprises, Inc. (“Sponsor”), 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 contest. **VOID WHERE PROHIBITED.**

HOW TO ENTER:

During the Contest Entry Period, go to www.MissOandFriends.com (the “Contest Site”). If entrant is not a member of the Miss O Club, follow the instructions provided on the Contest Site to join the Miss O Club. Miss O Club membership is free. After becoming a member of the Miss O Club, download one of the T-shirt Design Entry Forms from the contest page.

A Participant must use an Official T-Shirt Contest Entry Form to design and enter a T-shirt creation. Using the templates of the various t-shirts, create a design within the t-shirt template using any various art material. This could include pencil, pen, markers, paints, pastels, and words. Designs are limited to 4 colors (designs over 4 colors will be edited by design team if selected.)

Entries must be scanned in on a flatbed or similar scanner and provided via email in PDF format or a digital picture may be taken and sent via email in JPG format. All submitted entries and artwork become property of HD Group, LLC.

You may enter anytime during the Contest Entry Period. Entries must be received by 11:59 p.m. EDT, Monday, August 2, 2010.

Entries may be submitted by emailing the scanned or digital photo of entry form as an attachment to: contest@shoplunchbox.com

or via mail to:

Lunchbox
Attn: Miss O Contest
12402 Sarah Street
Studio City, CA 91604

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 each contest entry period, Miss O and Lunchbox Staff members will review all entries and post selected ones to the Contest Site for the general Miss O & Friends website visitors to vote on. There will be several rounds of preliminary voting, which will take place on or about:

May 18 – June 7, 2010
June 8 – June 28, 2010
June 29 – July 19, 2010
July 31 – August 20, 2010
August 20 – September 8, 2010

The two entries that receive the most votes during each preliminary round will become a finalist and move onto the final round of voting, which will determine the grand prize winner for the Contest.

The Final Contest Voting Period will be held on or about Tuesday, September 7 – Monday, September 20, 2010.

The Grand Prize Winner will be determined by the overall number of votes received during the Final Contest Voting Period.

At the Sponsor's discretion, one or more designs may be chosen to be selected for production into real shirt for sale. Selection of a shirt(s) for production may occur regardless of whether the selected design made it to the final round. Miss O Club members whose shirts are selected for production will win a "Runner-Up Prize" as indicated under "Contest Prizes."

Each Winner (as a minor, a parent or legal guardian) will be contacted within 48 hours of the contest 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 48 hours from the time the email is sent by the Sponsor.

Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in Sponsor's 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 Contest, Participants (as a minor, a parent or legal guardian) acknowledge compliance with these Official Rules and the abbreviated Official Rules which form a part of these Official Rules available at www.MissOandFriends.com. This Contest is subject to all applicable federal, state, and local laws and regulations.

CONTEST PRIZES:

One (1) Prize:

Grand Prize: Winner will receive a "Miss O / Lunchbox Slumber Party Box for 10," which will include a \$100 gift card, popcorn, candy and party favors. Additionally, if the vote winning t-shirt design is also independently selected for production (at the sole discretion of the Sponsor), the art will be adapted for shirt production and the winner will receive ten (10) shirts with their shirt adapted design.

ARV: \$125.00-250.00 USD.

Other Prizes, number to be determined by Sponsor:

Runner-Up Prizes: At the Sponsor's discretion, one or more designs may be chosen for production to be produced into real shirts for sale in stores or on the internet. Chosen designs will have the art adapted for shirt production and the winner will receive one (1) shirts of their design. ARV: \$18.35 USD.

GENERAL RULES: No responsibility is assumed by Sponsor, for any cancelled, rescheduled, delayed or postponed events in whole or in part. Prize details and specifications are at sole discretion of Sponsor. Prizes that are lost, stolen or broken during shipping to Winner will not be replaced or exchanged. Grand Prize Winner should allow six to ten (6 - 10) weeks for delivery of prize / prize instructions from receipt and verification of winner documents. 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 Sponsor's sole discretion. Any prize

won by a minor will be awarded in the name of a parent or legal 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 an online claim form by the deadline. 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, 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 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, 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 selected consisting of the entrant who had the next highest number of votes during the final Contest voting period. Sponsor is not responsible for printing errors in these Official Rules. Sponsor may alter these Official Rules at any time during the Contest without notice.

RELEASE: By entering the Contest, each Entrant releases and holds harmless the Sponsor, its 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 Contest 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 Contest, including without limitation printing or typographical errors in any Contest 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 Contest, including without limitation, errors or malfunctions that may occur in connection with the administration of the Contest, uploading of files, the processing and counting of votes, the announcement of the winner, prize or in any Contest-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 Contest or downloading any materials in this Contest. **CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST 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 Contest, each Entrant grants to the Sponsor all the rights and title to the design as well as 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 Contest 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 Contest, including information on Entrants received through the Contest, in any manner permitted by law.

PRIVACY & PERSONAL INFORMATION: Personal information collected from entrants will be used by Sponsor for the purpose of administering the Contest 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 HDGroup, LLC by email or mail at: Email: webmaster@MissOandFriends.com; Mail:

Customer Service, Miss O & Friends, HDGroup, 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 Contest, 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 Contest, 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 Contest 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 Contest, 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 Contest, 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 Contest.

WINNERS' NAMES: If you would like a copy of the Winner's names (available after close of contest), please send a self addressed stamped business size envelope within 3 months of contest end date to: The Miss O & Friends T-Shirt Design Contest, C/O HD Group, LLC., attn: Customer Service, P.O. Box 156, Old Greenwich, CT 06870.

SPONSORS: HD Group, LLC, 3 Lockwood Avenue, Old Greenwich, Connecticut, 06870 and Lunch Box Enterprises, Inc. 12402 Sarah Street, Studio City, CA 91604.

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