

Stardoll Entertainment, Inc. Kohl's Back to School Dress Up Sweepstakes

1. DESCRIPTION: NO PURCHASE NECESSARY TO ENTER OR WIN. MANY WILL ENTER; FEW WILL WIN. The "Kohl's Back to School Dress Up Sweepstakes" ("Sweepstakes") is an online design application Sweepstakes, administered through the online community "Stardoll". ENTRIES WILL NOT BE JUDGED. Membership on Stardoll is free, and can be obtained by logging on to http://www.stardoll.com/en and following the onscreen instructions to open an account. The primary sponsor of this Sweepstakes is Stardoll Entertainment, Inc. ("Sponsor").

- Sweepstakes Entry: The Sweepstakes begins on Friday, August 07, 2009 and ends on Saturday, September 5, 2009 ("Sweepstakes Period").
- Weekly Prize Winners. One Weekly Prize Winner will be selected each week on the following dates:
 - Friday, August 14, 2009
 - Friday, August 21, 2009
 - Friday, August 28, 2009
 - Friday, September 4, 2009
- Grand Prize Winner: The grand prize winner will be selected from all eligible entrants following the end of the Sweepstakes Period.

2. ELIGIBILITY: Sweepstakes is open only to legal residents of the 50 United States and the District of Columbia who are registered members of <u>www.stardoll.com</u> ("Website") in compliance with Stardoll's Terms of Use located at <u>http://www.stardoll.com/en/help/termsOfUse.php</u>. Eligible entrants who are under the legal age of majority in their state of residence ("Minor") should get their parent or legal guardian's permission to enter. A Minor entrant will be required to prove parental consent in the form of an Affidavit of Eligibility before he or she can be declared a grand prize winner. Entrant must be the rightful owner (or have authorized use) of the Stardoll account identified in the entrant's submission. Any individuals (including but not limited to employees, consultants, independent contractors and interns) who have, within the past six months, held employment with or performed services for Sponsor or any organizations affiliated with the sponsorship, fulfillment, administration, prize support, advertisement or promotion of the Sweepstakes are not eligible to enter or win. Immediate family and household members of such individuals are not eligible to enter or win. "Immediate Family Members" shall mean parents, step-parents, legal guardians, children, step-children, siblings, step-siblings, or spouses. "Household Members" shall mean those people who share the same residence at least three months a year. Void where prohibited or restricted by law.

3. HOW TO ENTER: 1.) Entrants must visit <u>www.stardoll.com</u> and log into their Stardoll account; 2.) Entrants must visit the Sweepstakes page at <u>www.stardoll.com/contests</u> ("Website"); 3.) Entrants must follow the on-screen instructions to dress a Kohl's Stardoll Dressup doll using the digital fashion elements provided on the Website ("Submission"); 4.) Once the Submission is complete, the Entrant must save the Stardoll Dressup to his or her album to automatically receive one (1) entry into the Sweepstakes. Entrant may design and enter multiple Submissions. Any Submissions containing content that, in the Sponsor's sole judgment, is offensive, obscene, pornographic, or inappropriate will be deemed ineligible for the Sweepstakes. Limit one prize per household. In the event of a dispute as to the identity of a winner, the winner will be deemed to be the person in whose name the Stardoll account was opened. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable, or unintelligible entries will be disqualified. All information provided by entrants becomes the property of Sponsor.

4. Submitted Materials: All submitted material (Material) becomes the sole property of the Sponsor. "Material" includes to the extent applicable any information and material (e.g., Submission) submitted by you in

connection with the Sweepstakes and your name, likeness, voice, and image/avatar furnished to Sponsor as part of the Sweepstakes. By submitting Material, you represent and warrant to Sponsor that (i) the Material is wholly original and does not infringe upon or otherwise violate any right of any third party, (ii) you have all rights and consent necessary to submit the Material in the Sweepstakes in accordance with these Official Rules, and (iii) no party other than you has any right, title or interest in and to the Material or any part of the Material. Material must not contain offensive or lewd content. By entering the Sweepstakes, you grant Sponsor a perpetual, fully-paid, irrevocable, non-exclusive license to reproduce, prepare derivative works of, distribute, display, exhibit, transmit, broadcast, televise, digitize, otherwise use, and permit others to use and perform throughout the world the Material in any manner, form, or format now or hereinafter created, including on the internet, and for any purpose, including, but not limited to, advertising or promotion of Sponsor and its services, all without further consent from or payment to you. You agree that Sponsor has no obligation to post your Material on the Stardoll website and to remove entrants whose entries have already been posted in the event of an error or determination that the entrant is ineligible to participate in the Sweepstakes. You understand that your name/avatar and other Materials may be posted on the website in connection with Sweepstakes.

5. PRIZES:

Grand Prize (1)	One (1) Grand Prize Winner will be selected to receive: one (1) Kohl's Gift Card in the amount of \$100.
First Prize (3)	Three (3) First Prize Winners will be selected to receive: one (1) Kohl's Gift Card in the amount of \$50
Weekly Winners	Four (4) Weekly Winners will be selected to receive 100 Stardollars.
Total Promotional Value: \$250	

All prize details are at the sole discretion of the Sponsor. Prize winners cannot assign or transfer the prize to another person. No prize substitution or cash alternative is allowed, except at the discretion of Sponsor. If a prize cannot be awarded due to circumstances beyond the control of Sponsor, a substitute prize of equal or greater retail value may be awarded. Sponsor reserves the right to substitute the listed prize for one of equal or greater value if the designated prize or component should become unavailable for any reason. If any winner cannot accept any prize as stated, the prize may be forfeited. The values of the prizes listed above represent Sponsor's good faith determination of the maximum retail value thereof. Winners will be responsible for any and all federal, state and/or local taxes resulting from acceptance of the prize. Other restrictions may apply. Limit one prize per household. If prize is awarded but goes unclaimed or is forfeited by recipient, the prize may not be re-awarded, in Sponsor's sole discretion. Other restrictions may apply.

6. WINNER NOTIFICATION: The potential prize winners (or their parent or legal guardian if any such potential winner is a minor) will be contacted through their Stardoll accounts and via the contact information on file associated with such account within approximately fourteen (14) days of the end of the Sweepstakes Period. Weekly Winners will be contacted within approximately seven (7) days of the drawing for which they are selected. The potential grand and first prize winners may be required to execute an Affidavit of Eligibility, a Liability Release, and (where legal) a Publicity Release (collectively, "Prize Claim Documents") within seven (7) days of notification, or the prize will be forfeited in its entirety and an alternate winner may be selected. A prize will not be awarded until all such properly executed forms are returned. Sponsor, in its sole discretion, may attempt to contact up to three (3) potential winners of a prize in accordance with the above procedure, after which the prize in question may go unawarded if it remains unclaimed.

7. CONDITIONS OF PARTICIPATION/RELEASES: Sweepstakes is void where prohibited or restricted by law. All federal, state and local laws and regulations apply. By participating, entrants agree to be bound by these official rules and the decisions of the Sponsor, which shall be final in all respects. By participating in this Sweepstakes and/or by accepting any prize that they may win, entrants agree to release the Sponsor, its parent, subsidiary and affiliated companies, units and divisions and advertising and promotional agencies and prize suppliers; each of their respective officers, directors, agents, representatives and employees; and each of these companies and individuals' respective successors, representatives and assigns (collectively, the "Released Parties") from any and all actions, claims, injury, loss or damage arising in any manner, directly or indirectly, from participation in this Sweepstakes and/or acceptance or use of the prize. Entrants authorize the Released Parties

to use their name, voice, likeness, biographical data, city and state of residence and entry materials in programming or promotional material, worldwide in perpetuity, or on a winner's list, if applicable, without further compensation unless prohibited by law. Sponsor is not obligated to use any of the above mentioned information or materials, but may do so and may edit such information or materials, at Sponsor's sole discretion, without further obligation or compensation. The Released Parties shall not be liable for: (i) late, lost, delayed, stolen, misdirected, postage-due, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit you from participating in the Sweepstakes or winning a prize if, in their sole discretion, they determine you are attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. This Sweepstakes will be governed by the internal laws of the State of California. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the United States. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND WILL RESULT IN DISQUALIFICATION FROM PARTICIPATION IN THE SWEEPSTAKES. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK REMEDIES AND DAMAGES (INCLUDING ATTORNEY FEES) TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. PRIVACY POLICY: Any personal information supplied by you to Stardoll will be subject to Stardoll's privacy policy posted at http://www.stardoll.com/en/help/privacy.php. By entering the Sweepstakes, you grant Stardoll the permission to share your email address and any other personally identifiable information solely for the purpose of prize fulfillment. Stardoll will not sell, rent, transfer or otherwise disclose your personal data to any third party other than as described above herein.

9: SPONSOR: Stardoll Entertainment Inc., 6525 W. Sunset Blvd., Suite 700, Hollywood, CA 90028

10. PRIZE WINNER LIST: For the list of prize winners, available after November 1, 2009, or a copy of these official rules, mail a self-addressed, stamped envelope to: "Kohl's Back to School Dress Up Sweepstakes" Winner's List or Rules, 100 East Pine Street, Suite 201, Orlando, FL 32801 (VT residents may omit return postage) by January 31, 2009.