

Caboodles Heartthrob Sweepstakes Rules

THIS SWEEPSTAKES IS OFFERED ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING PUERTO RICO) WHO ARE LOCATED IN THE UNITED STATES (EXCLUDING PUERTO RICO) AT THE TIME OF ENTRY.

The “CABOODLES® HEARTTHROB” Online Sweepstakes 2010 Official Rules.

NO PURCHASE NECESSARY. VOID IN PUERTO RICO AND WHERE PROHIBITED.

1. The “CABOODLES HEARTTHROB” Online Sweepstakes (the “Sweeps”) begins 12:00 a.m. Eastern Standard Time (“EST”) January 18, **2010** and ends 11:59 p.m. EST on February 20, **2010** (the “Sweeps Period”).
2. **Eligibility:** Sweeps is offered only in the United States to legal residents of the 50 United States (and the District of Columbia) excluding Puerto Rico, who are at least 13 years old at time of entry and who had online access on or before January 1, **2010**. Employees, officers, directors and agents of Viva La Rock including Fearless Records (“VLR”) and Caboodles®, Division of Plano Molding Co. (“Sponsors”) and their respective parents, affiliated and subsidiary companies, advertising and promotional agencies, web masters and web suppliers and the immediate family (spouse, mother, father, sister, brother, ward, daughter or son) or members of the households of each (whether or not related) are not eligible.
3. **Entry:** Beginning 12:00:01 am EST on January 18, **2010**, log on to www.caboodles.com, complete an official entry form and send it electronically by 11:59:59 PM EST on February 20, **2010** (the “Entry Period”). Entries must be received by 11:59:59 PM EST on February 20, **2010**. In order for electronic entries to be valid, entrants must click on the “I Accept” button (indicating your acceptance of the terms of these official rules) on the website. Limit 1 entry per email address. No facsimiles allowed. Sponsor is not responsible for lost, late, stolen, mutilated, damaged, incomplete, illegible or misdirected entries or for malfunctions of electronic equipment, computer hardware or software, or any other technical problems related to website entries. Entries become property of Sponsors and will not be returned. Any attempt at entry except as above stated is void. Sponsor Caboodle’s computer will be the official clock of the Sweeps.
4. **Winner Selection:** One (1) potential grand-prize winner and 5 runners-up winners will be selected by random drawing from among all eligible entries received on or about February **25, 2010**. Odds of winning will depend on the total number of eligible entries received during the Entry Period. The drawing will be conducted by the Sponsor Caboodles, the judge of the Sweepstakes, whose decisions on all matters related to these Official Rules shall be final and binding.
5. **Prize:** One (1) Grand Prize winner will receive a prize package consisting of the following items: One (1) Caboodles® In My Case organizer: Approximate Retail Value (“ARV”): \$21.99; One (1) Caboodles® Ooh la la! case: AVR \$9.99; One (1) Caboodles Super Model case: AVR \$22.99; Every Avenue package including signed EP, signed poster, hoodie disposable camera: AVR \$45.00; Artist Vs Poet package including signed EP, signed poster, t-shirt: AVR \$26.00; Sparks The Rescue package including signed LP, signed poster, t-shirt: AVR \$30.00; Breathe Carolina package including signed LP, hoodie, signed substream magazines: AVR \$51.00. Total Grand Prize ARV: \$206.97. Five (5) Runners-Up Prize winners will each receive one (1) Caboodles® In My Case organizer AVR: \$21.99; and one (1) Caboodles® Ooh la la! case: AVR \$9.99. Each Runners-Up Prize AVR: \$31.98. Prizes are not transferable. No cash redemptions or prize substitutions allowed, except at the Sponsors sole discretion. Prize will be awarded. In the unlikely event that any part of the prize is unavailable for any reason, winner agrees Sponsors have no further obligation to winner other than delivery of the remainder of the prize.
6. **Winner Notification/Releases:** Potential winners will be notified via email. The potential winners will have 5 days from the moment such notification is issued to respond to such notification by following the instructions provided therein. If the potential winner responds timely to such notification, the potential winner (or the potential winner’s parent or legal guardian if the potential winner is a minor) will be

required to sign, notarize and return an Affidavit Of Eligibility/Liability And Publicity Release and all necessary tax forms within 7 days of the date of notification or prize will be forfeited and an alternate winner selected. Return of any prize notification as undeliverable will result in disqualification and selection of an alternate winner. If a potential winner does not reply to the notification within 5 days of its issuance, is ineligible, or cannot or does not comply with the Official Rules, he/she will be disqualified, the prize will be forfeited and an alternate winner may be selected, at Sponsors discretion, in a second chance drawing of all eligible entries received during the Entry Period. By entering, entrants agree (i) to be bound by these Official Rules and Sponsors' Privacy Policies http://www.caboodles.com/privacy_policy.html and <http://www.vivalarock.net/privacy> (ii) that the decision of the judges are final and binding on all matters relating to the Sweeps; (iii) to be contacted by Sponsors by email; and (iv) to release and hold harmless Sponsors, and Summit Entertainment LLC their respective parents, subsidiaries, affiliates, distributors, suppliers and advertising, promotional and judging organizations and each of their respective employees, officers, directors, shareholders and agents (collectively, the "Releasees") from and against any and all liability for injuries and/or damages (including death) sustained in connection with use and/or misuse of a prize or related to participation in the Sweepstakes. Except if a winner is a resident of TN and where prohibited by law, by accepting a prize, the winner consents to the use of his or her name, voice, picture or other likeness for advertising, promotional and other purposes in any media as determined by Sponsors without further approval or compensation.

Sponsors reserve the right, at their sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweeps or the Web Site or any web site related to the Sweeps; to be acting in violation of the Official Rules; or to be acting in a non-sportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any use of robotic, macro, automatic, programmed or the like entry methods will void all such entries by such methods. In the event of a dispute as to entries submitted by multiple users having the same email account, the authorized subscriber of the email account used to enter the Sweeps at the actual time of registration will be deemed to be the entrant and must comply with these rules. Authorized account subscriber is deemed to be the natural person who is assigned an email address by an Internet access provider, on-line service provider or other organization, which is responsible for assigning email addresses for the domain associated with the submitted email address. Potential winner may be required to provide the Sponsors with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry. Sponsors may prosecute any fraudulent activities to the full extent of the law. All federal, state and local laws and regulations apply.

7. **Limitations of Liability:** The Releasees are not responsible for any lost, late, illegible, misdirected, mutilated, incomplete, incorrect or inaccurate entries or entry information, whether caused by web site users or by any of the equipment, computer hardware or software or any other technical operation or programming associated with or utilized in the Sweepstakes, and the Releasees assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission at the Web Site or any web site related to the Sweeps, or for communications line failure, or for theft or destruction, tampering, or unauthorized access to entries and/or entry information. If, for any reason, the Sweeps is not capable of running as planned by reason of infection by computer virus, bugs, worms, tampering, unauthorized intervention, fraud, tampering, technical failures, or any other causes beyond the control of Sponsors which, in the sole opinion of Sponsors, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Sweeps, Sponsors reserve the right at their sole discretion to void suspect entries and/or to cancel, terminate, modify or suspend the Sweeps and select the winner from among all eligible entries received prior to such cancellation, termination or suspension. IN NO EVENT WILL THE RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE INTERNET SITES www.caboodles.com, www.vivalarock.net OR THE DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM SAID SITES.
8. **Arbitration/Choice of Law:** Except where prohibited, entrants agree that (i): any and all disputes, claims, and causes of action arising out of or connected with this Sweeps, or any prize awarded, or the determination of the winner shall be resolved individually, without resort to any form of class action; (ii)

any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweeps but in no event attorney's fees; and (iii) under no circumstances will entrant be permitted to obtain awards for and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Releasees in connection with the Sweeps, shall be governed by, and construed in accordance with, the laws of the State of Illinois, U.S.A., without regard for conflicts of law doctrine, and all proceedings shall take place in that State.

9. **Winner's Name:** For name of the winner, send a self-addressed, stamped envelope postmarked by February 27, 2010 and received by March 6, 2010 to the "HEARTTHROB" Online Sweepstakes: Winner's Name Request, c/o Caboodles, 431 East South Street, Plano, IL 60545.
10. **Removal From Future Sweepstakes Mailings:** To have your name and email address removed from Sponsors future sweeps mailings, with respect to Sponsor Caboodles®, send an email to info@caboodles.com requesting to be unsubscribed and with respect to Sponsor VLR, please click the applicable unsubscribe link in the latest email received from VLR. Sponsors will process your request within 60 days.

Sponsored by: Caboodles®, Division of Plano Molding Co. 431 East South Street, Plano, IL, 60545 and Viva La Rock, 3400 West Olive Avenue, Burbank, CA 91505. All rights reserved.