



BlackPlanet.com

The New Boyz “Swag’d Out” Contest

OFFICIAL CONTEST RULES

CONTEST DESCRIPTION:

The New Boyz “Swag’d Out” contest (“Contest”) will begin on September 28, 2009 and end on October 25, 2009 (“Contest Period”). You can enter this Contest by submitting your entry at <http://groups.blackplanet.com/TheNewBoyz> beginning at 12pm Noon on September 28, 2009. There will be two (2) prizes awarded: One (1) grand prize winner will be awarded one (1) \$350 Debit Gift Card and one (1) runner-up winner will be awarded one (1) \$150 Debit Gift Card. The Contest is a competition for The New Boyz Fans to showcase their fashion sense.

NO PURCHASE NECESSARY: No purchase of our products or services or subscription to an on-line or Internet service provider is necessary to win. There is no fee charged to become a registered user of Blackplanet.com.

HOW TO ENTER:

Legal residents of the U.S. who are members of Blackplanet.com, and are 18 years of age or older at the time of Contest registration will be able to take part in this Contest. To participate in the Contest, eligible Blackplanet.com members must do the following:

Entrants must submit up to five (5) photos displaying their style. Limit one (1) entry per person or eligible Blackplanet.com member will be accepted. A panel of judges from Blackplanet.com will select the grand prize winner and runner-up winner.

Contest entries must:

- not be patently offensive, illegal, pornographic or obscene, or similarly inappropriate in content or genre;
- not infringe upon any rights of third parties including without limitation, copyright, trademark and right of publicity or privacy;
- not contain any mention, discussion or include or display any clearly visible logo, copyrighted work, trademark or service mark of any third party in a manner which would imply any intellectual property owner’s sponsorship or affiliation with the photo entry;
- not contain any copyrighted work, including photos, artwork or writings, not created by the entrant;
- not contain derogatory, defamatory or slanderous characterizations of any ethnic, racial, sexual or religious groups, humiliate other people (publicly or otherwise), assault or

threaten others;

- be taken and solely owned by the photographer (who is the contestant or parent/legal guardian) submitting the video entry;
- video submissions must not exceed the one-minute time limit. It will be within the Sponsor's sole discretion whether a video or photo entry is deemed inappropriate or in violation of any of the above outlined prohibited activity or restrictions.

ELIGIBILITY RESTRICTIONS:

1. The Contest is open to registered users of Blackplanet.com who are 16 years of age or older and are legal residents of the U.S.
2. Employees of Blackplanet.com, Interactive One, LLC, Radio One, Inc. and any participating radio stations (together "Company"), its subsidiaries, affiliates, general sponsors, promotional partners, and members of the immediate families or households of any of the above are NOT eligible to participate or win in this Contest.
3. Persons who have won a prize in another contest or promotion of any kind from Company within the thirty-day (30) period immediately preceding the start date of this Contest are not eligible to participate.

PRIZES:

1. Grand Prize and Runner Up Winner prizes to be awarded for the Contest will include the following:
 - one (1) \$350 DEBIT Gift Card (Grand Prize Winner)
 - one (1) \$150 DEBIT Gift Card (1st Runner-Up Winner)
2. No substitution of prize is offered, no transfer of prize to a third party is permitted and non-cash prizes may not be redeemed for cash value, except as determined by station management and/or the sponsor in its sole discretion.
3. All Contest winners must sign and date official station release and waiver forms as requested. Failure to do so will result in winner forfeiting the prize.
4. All cash prizes won will be awarded in the form of a gift card. Prize gift cards will be available for pick-up no earlier than thirty (30) business days from the date the contest winner is notified.
5. If for any reason a contest winner decides not to accept an awarded prize, the winner will be required to sign a release form acknowledging that they are forfeiting the prize. It will be at the discretion of the contest sponsor and / or contest administrator if another contestant is to be selected as the winner if time permits.
6. Company will award the prizes only upon winner verification and final approval. Each winner or selected entrant will be notified by email, mail and/or phone within five (5) days after being selected (e.g., date of drawing). Each winner or selected entrant will then

have five (5) days to respond with their information. Company will then send prizes or prize-verification information via the U.S. Mail. If the winner or selected entrant is unable to be contacted within five (5) days after being selected (e.g. drawing date), is ineligible, fails to claim a prize in a timely manner or fails to return completed and executed release forms and affidavits, if applicable and as required by Company, or if the prize notification or prize is returned undeliverable, that prize will be forfeited and an alternate entrant will be selected.

EXECUTION:

1. During the entry submission period, registered users of Blackplanet.com will be encouraged to participate in the Contest by logging online through the The New Boyz “Swag’d Out” Contest website at <http://groups.blackplanet.com/TheNewBoyz>, and submitting their photo entry to the photo gallery section of the page by following the on-screen instructions. Entrants may submit a video, however, videos are not used in the judging.
2. Winners will be notified via their Blackplanet.com email INBOX on or before November 16, 2009. Winners will be required to provide Company with a mailing address to ship the prize. Once the winners’ identification has been verified, the prizes will be mailed to them via U.S. mail.
3. **Phase 1: Submission Dates**
From September 28, 2009 through 12:00am (midnight) on October 25, 2009, entrants are to submit their style by uploading up to five (5) photos of their style. Entries will be judged by a panel of Blackplanet.com employees.

Phase 2: Winner Selection

On or before November 16, 2009, Blackplanet.com will announce the grand prize winning entry that has been selected from among all eligible entries received. The process will also include the selection of a runner-up winner. Winners will be determined based solely on the opinion of the Contest’s judges. All decisions are final.

Phase 3: Post Contest Web Exposure

Company reserves the right to promote the grand prize winner on its website, including its content verticals, from November 16, 2009 through Thursday December 31, 2009.

All videos and/or photos will become the exclusive property of Blackplanet.com, and none will be acknowledged or returned. By submitting a video or photo, entrant irrevocably grants Blackplanet.com and its respective agents an unlimited, worldwide, unconditional, gratis license and right to edit, modify, adapt, promote, distribute, stream, post, publish, broadcast, reproduce, encode, store, copy, transmit, publicly display, exhibit, and or otherwise use or reuse (without limitation as to when or to the number of times used) the video and/or photo and all elements thereof, in whole or in part, including any persons or likeness embodied therein (in each case, as submitted or as edited/modified in any way by

Blackplanet.com, in its sole discretion) in any way, and may use them in any and all media, now or hereafter devised, worldwide from November 16, 2009 through Thursday December 31 2009, without attribution, compensation, permission or notification to the entrant, his/her successors or assigns, or any other entity, and without notice, review, or approval from entrant or any other party.

4. All decisions made by Blackplanet.com and the Company's management regarding any aspect of this Contest are final.

GENERAL CONDITIONS:

1. Winners are responsible for all applicable taxes associated with the receipt of the prize (prizes are not transferable and may not be exchanged).
2. Any person winning over \$600.00 in prizes will receive an IRS form 1099 at the end of the calendar year for tax purposes and a copy of such form will be filed with the IRS as required by law.
3. No purchase necessary. Contest is void where prohibited. Contest is subject to all applicable federal, state and local laws and regulations.
4. Odds of winning depend upon the number of eligible contestants participating during the Contest Period.
5. By participating in the Contest, the winner or winners agree to have their name, voice, or likeness used in any advertising or broadcasting material relating to this contest, in any media now known or hereafter devised for advertising or promotional purposes without additional compensation, and must sign a publicity release prior to acceptance of the prize. By entering this Contest, each participant agrees to comply with the Official Rules and the decisions of the contest sponsor which shall be final and binding in all aspects relating to the Contest.
6. Winners must provide valid identification (i.e. via driver's license, passport or other photo I.D.) to claim their prize.
7. Company retains the right to disqualify any contestant if all contest rules are not followed, Contest void if prohibited by law.
8. So long as no participant is materially adversely affected, Company reserves the right to make changes in the contest rules, which will become effective upon being posted on the Blackplanet.com website.
9. Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for the inability of any contestant to complete or continue a telephone call, facsimile transmission or internet registration due to equipment malfunction, busy lines, inadvertent disconnections, unavailable network, server, Internet Service Provider (ISP) or other connections, communication failures or human error that may occur in the

transmission, receipt or processing of entries including any injury or damage to participant's or any other person's computer arising from or relating to participation in this Contest. In addition, Company, participating sponsors and their respective parent companies, subsidiaries, affiliates or their representatives, agents and employees are not responsible for lost, misdirected, mutilated, illegible or incomplete contest entries. Once submitted, entries become the property of Company and will not be returned.

10. By accepting the prize, the winner acknowledges that Company has neither made, nor is in any manner responsible or liable for, any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize or to any portion thereof, including but not limited to its quality, mechanical condition or fitness for a particular purpose.
11. Company, its subsidiaries, its affiliates, participating sponsors and promotional partners will not assume any responsibility for any changes in the execution of the contest, including; cancellation of the contest as a result of the occurrence of events not within the control of Company, its subsidiaries, affiliates, participating sponsors, promotional partners and other radio stations, such as acts of God, strikes, terrorists acts or criminal acts of third parties. In the event, such an act should occur; reasonable attempts will be made to offer the winner comparable prize(s) currently being offered by the Company in lieu of the prize originally awarded.
12. If for any reason, the Contest is not capable of running as planned, including without limitation, any suspected evidence of tampering or technological corruption or if any portion of the promotion is compromised by virus, bugs, worms or unauthorized human intervention, fraud, an insufficient number of qualified contest entries, or any other causes beyond Company's control which, in Company's sole opinion, corrupts, threatens or impairs the administration, security, fairness, integrity, or proper conduct of the Contest, Company reserves the right to cancel, terminate, modify or suspend the Contest at its sole discretion.
13. Any attempt by an entrant to deliberately undermine the legitimate operation of the Contest may be in violation of criminal and civil laws and should such an attempt be made, Company reserves the right to seek remedies and damages (including attorney's fees) from any such entrant to the fullest extent of the law, including criminal prosecution.
14. Copies of contest rules are available, upon request, during regular business hours, Monday – Friday, 9:00 a.m. to 5:00 p.m., in the offices of Interactive One, LLC, 205 Hudson Street, Sixth Floor, New York, NY 10013.
15. Winner's List: An official winners list will be posted at <http://groups.blackplanet.com/TheNewBoyz> after completion of the Contest. In the alternative, an entrant may receive an official winners list by sending a self-addressed, stamped envelope to: Interactive One, LLC, 205 Hudson Street, Sixth Floor, New York, NY 10013.