



Martha Stewart Living Omnimedia, Inc.
Body+Soul Magazine GREEN DREAM BEDROOM MAKEOVER CONTEST
Official Rules-Template
Draft # _____
_____, 2009

BODY + SOUL MAGAZINE GREEN DREAM BEDROOM MAKEOVER CONTEST
OFFICIAL RULES

NO SUBSCRIPTION, PURCHASE OR ONLINE ENTRY REQUIRED TO ENTER OR RECEIVE A PRIZE. A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.

These Official Rules apply for the “Body+Soul Magazine Green Dream Bedroom Makeover Contest” promotion (“Contest”) conducted by Body+Soul Magazine, 42 Pleasant Street, Watertown, MA 02472 (“Sponsor”) and promoted at wholeliving.com/article/green-bedroom-contest (“Website”) and in selected issues of Body+Soul Magazine (“Magazine”). The Contest will start at <12:00:00 AM EST> on <June 29, 2009> and will end at <11:59:59 PM EST> on <August 17, 2009>. By entering this Contest, you agree to the Terms in these Official Rules.

- 1. CONTEST ENTRANTS AND PRIZE RECIPIENTS MUST BE BOTH (A) LEGAL RESIDENTS OF ONE OF THE FIFTY UNITED STATES OR THE DISTRICT OF COLUMBIA, AND (B) AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. CONTEST SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.** Employees of Sponsor and its respective parent companies, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies, and related entities (collectively, the “Related Entities”), and their immediate families are not eligible.
- 2. TWO WAYS TO ENTER:** 1) **Online Entries:** Go to wholeliving.com/article/green-bedroom-contest, **submit your complete name, address, telephone number and a valid email address** along with a photograph of your bedroom, and an essay in 100 words or fewer about “Tell us your favorite—and most creative—green tip” hereinafter, “Online Entries”). All Online Entries must be received by 11:59:59 PM Eastern Time (“ET”) on <August 17, 2009>; 2) **Mailed Entries: Print your complete name, address, telephone number, and a valid email address** (if available) on a piece of paper and send, along with a photograph of your bedroom and an essay in 100 words or fewer about “Tell us your favorite—and most creative—green tip,” in an envelope to: Body + Soul Green Dream Bedroom Makeover Contest, 42 Pleasant Street, Watertown, MA 02472 (hereinafter, “Mailed Entries”). All Mailed Entries must be postmarked by <August 17, 2009> and received by <August 22, 2009>. All essays must be prepared and submitted in the English language. **Limit one entry per household.** Submission of Online Entries or Mailed Entries (each an “Entry” and collectively the “Entries”) constitutes your consent to participate in this Contest and your consent for Sponsor to obtain and deliver your name, address and other information to the Prize Partner(s) for the purpose of administering this Contest and for other uses by Sponsor as permitted by applicable law. With respect to Online Entries, Sponsor is not responsible for computer system, phone line, technical, hardware, software or program failures of any kind, lost or unavailable network connections, incomplete, garbled or delayed computer transmission or network connections that are human or technical in nature. Use of automated devices is not valid for entry. Sponsor is not responsible for incorrect or inaccurate entry information, whether caused by Internet users or by any of the equipment or programming associated with or utilized in this Contest or by any technical or human error which may occur in the processing of the entries in this Contest. With regard to Mailed Entries, no photocopies or mechanically reproduced entries permitted. Sponsor is not responsible for any lost, late, delayed, illegible, incomplete, mutilated, postage due, or misdirected entries. Incomplete, unreadable, inaccurate, unintelligible or late entries or entries which otherwise do not comply with these Official Rules will be disqualified. All entries, upon submission, become the property of the Sponsor and will not be acknowledged or returned and the Sponsor has the right to dispose of the Entries at Sponsor’s discretion. Sponsor reserves the right to, in its sole discretion, cancel, modify or suspend the online portion of this Contest (or the entire Contest) should any computer virus, bugs or other technical difficulty or other causes

beyond the control of the Sponsor corrupt the administration, security or proper play of the Contest, at which time, the judging of Entries will be conducted as described below in Paragraph #3. By submitting an Entry, you grant Sponsor and its affiliates and subsidiaries the royalty-free right to use, re-use, copy, publish, republish, broadcast, re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit your Entry and any materials based thereon or derived therefrom, in any manner, for any lawful purposes whatsoever, including but not limited to, on the internet and for any advertising and promotional purposes in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment, unless prohibited by law.

By submitting an Entry, you warrant and represent that the Entry is original and was created solely by you, that the Entry does not incorporate any material owned by any third party, and that use of the Entry as described herein will not violate any law or infringe upon the rights of any third party. If, in the opinion of the judges and/or Sponsor and/or at the sole discretion of the Sponsor, the Entry violates any law or infringes upon the rights of any third party, is inaccurate, illegible, incomplete, or irregular in any way, or otherwise does not comply with the Official Rules, the Sponsor may disqualify the Entry. Sponsor is not responsible for Entries that are processed late or incorrectly or those that are lost or damaged due to computer or electronic malfunction or other error. This Contest may be cancelled in the event an insufficient number of qualified Entries are received

By submitting an Entry, you understand and agree that, if your Entry is selected as a winning Entry, (a) Sponsor and its affiliate(s) shall be allowed to redecorate and makeover (but under no circumstances remodel, renovate or otherwise perform construction or modifications to existing structure) ("Makeover") the bedroom depicted in your Entry, in Sponsor's sole creative discretion and under Sponsor's authority, without interference, (b) Sponsor shall be allowed to record, photograph and/or film, or to have others record, photograph and/or film, the bedroom before, during and after the Makeover (the "Makeover Images"), and (c) you hereby grant Sponsor and its affiliates and subsidiaries the royalty-free right to use, re-use, copy, publish, republish, broadcast, re-broadcast, in whole or in part, edit, modify, rearrange, or otherwise exploit the Makeover Images and any materials based thereon or derived therefrom, in any manner, for any lawful purposes whatsoever, including but not limited to, on the internet and for any advertising and promotional purposes in any medium (whether now or hereafter known) throughout the world, in perpetuity, without further permission, consideration, or payment, unless prohibited by law. Sponsor makes no representations that the Makeover will be to Entrant's liking or appeal to Entrants personal taste, and Entrant agrees to accept such Makeover regardless of Entrants like or dislike of the results. Entrant agrees that Sponsor shall have no obligation to return the room to its original state should Entrant not like the resulting Makeover or any element thereof.

3. **JUDGING CRITERIA: One (1)** winner ("Winner") will be selected based on the following Entry criteria: Originality (0-25 points); Rationale for being the most deserving to receive a Green Bedroom Makeover: (0-25 points); Human Interest to Body+Soul Readers (0-25 points); and Grammar (0-25 points). Winner will be notified by U.S. Mail or by telephone on or about September 16, 2009 If a Prize Winner notification or a Prize is returned as undeliverable, a Prize Winner is ineligible, or a Prize Winner declines a prize, the prize will be awarded to the next highest scoring entry. Sponsor's decisions on all matters relating to this Contest are final and binding in all respects pertaining to this Contest. All Prizes will be awarded provided a sufficient number of eligible entries are received.
4. **ONE PRIZE:** The prize consists of one (1) green bedroom Makeover consisting of the following environmentally-friendly accessories and services: one (1) bedside table, one (1) duvet, two (2) pillow shams, one (1) chair, two (2) candles, one (1) vase, one (1) window shade, one (1) rug, one (1) wall accessory, one (1) clock, one (1) set of sheets, paint, and consultation services for the painting, layout, and interior design of the bedroom and the installation of assorted wall décor (collectively, the "Prize"). The approximate retail value of the Prize: \$4,999. Consultation consists of one (1) meeting and other communication with Prize Winner regarding bedroom Makeover plan. All third party consultants and subcontractors deemed necessary to implement the Makeover recommendation will be designated by Sponsor. Sponsor and Released Parties are not responsible or liable for any act or omission to act by such third party consultant and subcontractor. Prize Winner will be required to provide written assurance of the Winner's willingness to accept the consultant's plan, and to sign and execute a waiver of any liability in connection with the bedroom Makeover including release of liability relating to damages that may occur in connection with the bedroom Makeover. Prize Winner agrees to fully cooperate with Sponsor, third party consultant and any and all third party consultants and sub-contractors designated by Sponsor relating to the bedroom Makeover plan. In the event the bedroom Makeover costs less than \$4,999, Prize Winner will not be provided with the dollar value difference between the actual value of the Prize and the approximate

retail value of the Prize stated herein. The bedroom Makeover plan installation must take place on dates designated by Sponsor. In the event the Prize Winner cannot accept the bedroom Makeover plan installation on dates designated by Sponsor, Prize Winner may be disqualified and the Prize will be awarded to the next highest scoring entry. Prize Winner agrees that Sponsor will have the right to take photographs, video and film footage of the Prize Winner's bedroom prior to the bedroom Makeover installation, during the bedroom Makeover installation and after the bedroom Makeover installation. While the Prize Winner is not obligated to retain the changes made to the Winner's bedroom as part of the Prize, Sponsor is not required to restore the Prize Winner's Bedroom to its original condition. All expenses and costs associated with the acceptance and use of prizes are the sole responsibility of the Prize Winners. Prize Winners will be solely responsible for all federal, state and local taxes on prizes. No cash substitution, assignment, or transfer of any prize permitted. In the event the prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. Prize Winner will be required to provide Sponsor with their social security numbers for tax purposes.

5. **CLAIMING PRIZE/RELEASE:** Prize Winner may be required to execute and return an affidavit of eligibility and a liability and publicity release (unless prohibited by law) to Sponsor within fourteen (14) days of notification. If a selected potential Prize Winner fails to comply with the Official Rules and/or to submit any required documentation within the designated period, Prize Winner will be disqualified and the Prize will be awarded to the next highest scoring entry. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor.
6. **INTERNET:** If for any reason this Contest is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Contest. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest or downloading any materials in this Contest. SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND 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. In the event of a dispute as to the identity or eligibility of a winner based on an e-mail address, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address at time of entry. "Authorized Account Holder" is defined as the natural person 18 years of age or older who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Sponsor may ask any entrant or potential winner to provide Sponsor with proof that such party is the authorized account holder of the email account associated with the entry.
7. **GENERAL:** By entering this Contest, entrants and Prize Winners: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor and the Related Entities from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Contest, or the acceptance, possession, use or misuse of any prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of their names, voices, pictures, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law, and (4) acknowledged that Sponsor and Related Entities have neither made nor are responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any Prize, including but not limited to its quality, mechanical condition, or fitness for a particular purpose. Sponsor may discontinue this Contest at any time. Sponsor may terminate any Contest or decide to modify it in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that

would materially affect the Contest's security and fairness. Sponsor may prohibit individuals from participating in Contest and disqualify entries if they (1) attempt to enter the Contest through any means other than as described in these Official Rules, (2) attempt to disrupt the Contest or circumvent the terms and conditions of these Official Rules in any way or (3) repeatedly show a disregard for the Contest Official Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Contest are final.

- 8. LIABILITY & RELEASE:** By participating in this Contest, entrants agree to release and hold harmless Sponsor, the Released Entities, including but not limited to Martha Stewart Living Omnimedia, Inc., from and against any claim or cause of action arising out of participation in the Contest or receipt or use of any prize hereunder, including, but not limited to: (a) unauthorized human intervention in the Contest; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, postage-due, misdirected, or undeliverable mail; (e) errors in the administration of the Contest or the processing of entries; or (f) injury or death to a person(s) or damage to property which may be result, directly or indirectly, in whole or in part, from entrant's participation in the Contest or entrants receipt, acceptance, use &/or enjoyment of any prize, including but not limited to travel and lodging portions of any prize. In no event shall the Released Entities be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. By accepting the Prize, Winner (i) accepts the inherent degree of risk associated with the services provided, including personal injury and/or death, (ii) acknowledges that his/her receipt of any service is voluntary, (iii) acknowledges that he/she assumes the risk of such factors and occurrences, and (iv) agrees that the Sponsor, and the Released Entities shall not be in any way responsible for any resulting injury, disfigurement and/or death. The Winner is solely responsible for advising Sponsor of any health issues to be taken into account while Prize services are rendered. Sponsor and Released Entities reserve the right to correct typographic, clerical or printing errors in any Contest materials. Sponsor and Released Entities are not responsible for any typographical or other error in the printing of this Contest, the administration of the Contest or in the announcement of Prize Winner(s), including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor or Released Entities are prevented from continuing with this Contest, or the integrity and/or feasibility of the Contest is undermined by any event including but not limited to fire, flood, epidemic, earthquake, explosion, labor dispute, or strike, act of God or public enemy, satellite or equipment failure, riot or civil disturbance, war (declared or undeclared), terrorist threat or activity, or any federal, state, provincial or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or Released Entities' control (each a "Force Majeure" event) the Sponsor and Released Entities shall have the right, in their sole discretion, to abbreviate, modify, suspend, cancel or terminate the Contest without notice or further obligation. If the Sponsor or Released Entities, in their discretion, elect to abbreviate, cancel or terminate the Contest as a result of a Force Majeure event, the Sponsor and Released Entities reserve the right, but shall have no obligation, to award the prize from among all valid and eligible entries received up to the time of such Force Majeure event.
- 9. USE OF INFORMATION:** The information that you provide in connection with the Contest may be used for Sponsor's internal purposes and to send you information about Sponsor's products and special promotions but will not be provided to third parties, except as necessary for the administration of the Contest or as required by law or legal process. Entry constitutes permission to post winner's name on Website and to use winner's name, hometown and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law. If you do not wish to receive information from Sponsor in the future, please make sure to uncheck the appropriate box on the Official Entry Form. For additional information about Sponsor's Privacy Policy go to <http://www.marthastewart.com/privacy-policy?rsc=footer>.
- 10. WINNERS LIST:** To obtain a List of Winners, (available after) <October 16, 2009>, or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received by <November 16, 2009> to: <Body+Soul Green Dream Bedroom Makeover Contest, 42 Pleasant Street, Watertown, MA 02472>. Please specify "Official Rules" or "Winners List".
- 11. HAVE A QUESTION? Visit our website and email us at contest@bodyandsoulmag.com or write us at Body+ Soul Magazine, 42 Pleasant Street, Watertown, MA 02472.**

NATURE OF SPONSOR'S BUSINESS: Media.

