

**BODY + SOUL MAGAZINE READER TO READER December Suki Spa Giveaway  
GIVEAWAY  
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 Reader to Reader December “Suki Spa Giveaway” promotion (“Contest”) conducted by Body+Soul Magazine, 601 W. 26<sup>th</sup> Street, New York, NY 10001 (“Sponsor”) and promoted at [wholeliving.com/article/suki-spa-giveaway](http://wholeliving.com/article/suki-spa-giveaway) (Website”) and in selected issues of Body+Soul Magazine (“Magazine”). The Contest will start at 11:59 PM EST on November 22, 2009 and will end at 11:59 PM EST on December 30, 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 “Contest Entities”), and their immediate families are not eligible.
  
- 2. TWO WAYS TO ENTER:** 1) Online Entries: Go to [wholeliving.com/article/suki-spa-giveaway](http://wholeliving.com/article/suki-spa-giveaway), and prepare and submit your essay of 250 words or less on “Tell us about a time you challenged yourself to get out of your comfort zone. How did that experience change your perspective or enrich your life?” along with your complete name, address, telephone number and a valid email address (hereinafter, “Online Entries”). All Online Entries must be received by 11:59:59 PM Eastern Time (“ET”) on December 30, 2009; 2) Mailed Entries: Print your essay of 250 words or less on “Tell us about a time you challenged yourself to get out of your comfort zone. How did that experience change your perspective or enrich your life?” and your complete name, address, telephone number, and a valid email address (if available) on a piece of paper and mail it in an envelope to: Body+Soul Reader To December Suki Spa Giveaway, 601 W. 26<sup>th</sup> Street, New York, NY 10001 (hereinafter, “Mailed Entries”). All Mailed Entries must be postmarked by December 30, 2009 and received by January 6, 2010. 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 all other Contest Entities 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 there from, 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 that do not meet the minimum standards established by the judges.

3. **JUDGING CRITERIA:** One Winner will be selected based on the following criteria: Originality (0-25 points); Relevance to the Reader to Reader Topic: (0-25 points); Human Interest to Body+Soul Readers (0-25 points); and Grammar (0-25 points). Winners will be notified by U.S. Mail or by telephone on or about January 30, 2010. 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. **GRAND PRIZE:** The Grand Prize consists of: personal care products from the SukiSpa Collection. The approximate retail value of the Prize: \$450. 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. Prize Winner(s) is/are solely responsible for any and all air and ground transportation. In the event a prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. Prize Winners may be required to provide Sponsor with their social security numbers for tax purposes.
5. **CLAIMING PRIZE/RELEASE:** Prize Winners 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 its respective parent companies, and their employees, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies, and 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 the stated parties 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 Rules, (2) attempt to disrupt the Contest or circumvent the terms and conditions of these 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 the Contest Entities, including but not limited to Martha Stewart Living Omnimedia, Inc, and its parents, affiliates and subsidiaries and the respective employees, officers and directors and divisions of each division (collectively, the "Released Entities") 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 any service or spa treatment, including personal injury and/or death, (ii) acknowledges that his/her receipt of any service and/or participation in any spa treatment is voluntary, (iii) acknowledges that there are natural factors and occurrences which may impact on or affect the safety of the activities he/she is participating in and that he/she assumes the risk of such factors and occurrences, and (iv) agrees that the Sponsor, and the Contest Entities shall not be in any way responsible for any resulting injury, disfigurement and/or death. The Winner is solely responsible for advising any service provider and spa technician of any skin allergies or other relevant medical conditions.
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) February 30, 2010, or a copy of the **Official Rules**, send a self-addressed, stamped #10 envelope to be received by March 30, 2010 to: < Body+Soul Reader To Reader November Jurlique Beauty Giveaway, 601 West 26<sup>th</sup> Street, New York, NY 10001>. Please specify "Official Rules" or "Winners List".
11. **HAVE A QUESTION? Visit our website and email us at [mail@bodyandsoulmag.com](mailto:mail@bodyandsoulmag.com) or write us at Body+ Soul Magazine, 601 West 26<sup>th</sup> Street, New York, NY 10001.**

**NATURE OF SPONSOR'S BUSINESS:** Media.

