

# Home Design Header Contest Official Rules

Martha Stewart Living Omnimedia, Inc.

Official Rules

May 5, 2010

## HOMEDESIGN.MARTHASTEWART.COM DECORATING BLOG HEADER 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 "Decorating Blog Header Contest" promotion ("Contest") conducted by Martha Stewart Living Omnimedia, Inc., 601 West 26th Street, New York, New York 10001 ("Sponsor") and promoted at [\\_marthastewart.com](http://_marthastewart.com) and [homedesign.marthastewart.com/](http://homedesign.marthastewart.com/) ("Website"). The Contest will start on May 5, 2010 and will end at 11:59:59: PM Eastern Time ("ET") on June 1, 2010. 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 "Released Entities"), and their immediate families are not eligible.

**HOW TO ENTER:** Online. Go to <http://homedesign.marthastewart.com/>, and follow the instructions to submit an image of your logo design in jpeg format as well as your complete name, address, telephone number and a valid email address (hereinafter an "Entry"). All Entries must be received by 11:59:59 PM ET on June 1, 2010. Submission of an Entry 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. 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. 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 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 and the included logo design (the "Logo"), simultaneously with such submission you automatically grant to Sponsor and its subsidiaries, affiliates and related entities a worldwide, royalty-free, perpetual, irrevocable, exclusive, fully sublicenseable, and transferable right and license to use, re-use, copy, reproduce, distribute, publish, re-publish, broadcast, re-broadcast, modify, edit, create derivative works based upon, publicly display, publicly perform, transmit, publish and otherwise exploit the Entry and the Logo (in whole or in part) as Sponsor, in its sole discretion, deems appropriate including, without limitation, (1) in connection with its business and the advertising and promotion thereof; (2) on [homedesign.marthastewart.com](http://homedesign.marthastewart.com), [marthastewart.com](http://marthastewart.com), and any other of Sponsor's websites, including but not limited to appearing as a featured departmental header or Logo on any such website, and (3) in connection with the businesses of our successors, parents, subsidiaries, and their related companies. Sponsor may exercise this grant in any format, media or technology now known or later developed for the full term of any copyright that may exist in such Logo. Sponsor reserves the right not to use the winning logo design, and no such guarantee of use is made.

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:** Up to five (5) Entries will be selected to appear on [homedesign.marthastewart.com](http://homedesign.marthastewart.com) between June 7, 2010 and June 14, 2010 based on the following criteria: Creativity/Originality (0-50 points); Use of Color (0-25 points); and Clarity of Logo (0-25 points). Between June 7, 2010 and June 14, 2010, MSO readers will be allowed to vote on their favorite entries. The Entry with the most votes, as calculated by MSO, will be deemed to be the Winning Entry and the entrant who submitted that Winning Entry will be deemed to be the Prize Winner. The Winning Entry and Prize Winner will be announced on Monday, June 16, 2010, on [homedesign.marthastewart.com](http://homedesign.marthastewart.com). If the Prize Winner notification or the Prize is returned as undeliverable, the Prize Winner is ineligible, or the Prize Winner declines the prize, the prize will be awarded to the next highest voted Entry. Sponsor's decisions on all matters relating to this Contest are final and binding in all respects pertaining to this Contest.

**4. ONE (1) PRIZE:** The Prize consists of the following: (i) The Winner may have his or her winning Logo featured as the homedesign.marthastewart.com's internet header, and (ii) The Winner will receive three (3) Martha Stewart Collection, Whiteware Limited Edition 2010 Cake Stands (together, the "Prize"). The approximate retail value of the cake-stand-portion of the Prize: \$US93.00. All expenses and costs associated with the acceptance and use of prize are the sole responsibility of the Prize Winners. Prize Winner 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 a prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. Prize Winner may 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, publicity and/or other releases (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 voted 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 Winner: (1) agree to be bound by these Official Rules; (2) agree to release Sponsor and the Released 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 Released 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. 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. Sponsor and Released Entities reserve the right to correct typographic, clerical or printing errors in any Sweepstakes materials. Sponsor and Released Entities are not responsible for any typographical or other error in the printing of this Sweepstakes, the administration of the Sweepstakes 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 Sweepstakes, or the integrity and/or feasibility of the Sweepstakes 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 Sweepstakes without notice or further obligation. If the Sponsor or Released Entities, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes 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 the name of the Prize Winner, (available after June 16, 2010) or for a copy of these Official Rules, send a self-addressed, stamped #10 envelope to be received by September 1, 2010, to: Sara Garrison, Martha Stewart Living Omnimedia, Inc., 601 W 26th Street New York, NY 10001. Please specify "Official Rules" or "Winners List".

**11. HAVE A QUESTION?** Email us at [homedesign2@marthastewart.com](mailto:homedesign2@marthastewart.com).

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

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