

**MAKE YOUR OWN DRINKY COSTUME GIVEAWAY SWEEPSTAKES FROM  
MARTHA STEWART LIVING  
OFFICIAL RULES**

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

These Official Rules apply for the Make Your Own Drinky Costume Giveaway Sweepstakes from Martha Stewart Living promotion ("Sweepstakes") conducted by Martha Stewart Living Omnimedia, Inc., 601 West 26<sup>th</sup> Street, New York, NY 10001 ("Sponsor") and promoted at <http://livingblog.marthastewart.com/make-your-own-drinky-kit> ("Website"). The Sweepstakes will start at 9:00:00 AM Eastern Time ("ET") on June 25, 2012 and will end at 12:00:00 PM ET on July 1, 2012 (hereinafter, "Promotion Period"). By entering this Sweepstakes, you agree to the Terms in these Official Rules.

**SWEEPSTAKES ENTRANTS AND PRIZE RECIPIENT MUST BE BOTH (A) LEGAL RESIDENTS OF ONE (1) OF THE FIFTY (50) UNITED STATES OR THE DISTRICT OF COLUMBIA, AND (B) WHO HAVE REACHED THE AGE OF MAJORITY IN THE JURISDICTION WITHIN WHICH THEY RESIDE ON THE DATE OF ENTRY TO BE ELIGIBLE. VOID OUTSIDE THE UNITED STATES AND WHERE PROHIBITED BY LAW. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS.** Employees of Sponsor and each of respective parent companies, subsidiaries, affiliates, divisions, advertising and promotion (collectively, the "Released Entities"), and their immediate family members regardless of where they reside and/or those living in the same household of any such individual (whether or not related) are not eligible to enter or win.

**TO ENTER:**

There are two (2) ways to enter. **To Enter via the Blog: Step 1:** Visit <http://livingblog.marthastewart.com/make-your-own-drinky-kit> to view the post on the Colbert Report show. **Step 2:** Post a comment to the Website by entering your name and e-mail address. Your comment on the Website post constitutes your entry. **To Enter via E-mail:** Send an email with your name, address, telephone number, and email address to [cgermann@marthastewart.com](mailto:cgermann@marthastewart.com). Limit one (1) entry per person, household, or e-mail address during the Promotion Period. Duplicate or multiple entries or entries that are deemed by the judges to be immoral, obscene, profane, lewd or not keeping with Sponsor's image or in violation of these Official Rules may be disqualified. Your entry constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address and other information for the purpose of fulfilling your prize if you are deemed a prize winner and for other uses by Sponsor as permitted by applicable law. Entries are the property of the Sponsor and will not be acknowledged or returned. All entrants hereby agree that upon submission of their entry, Sponsor shall have an unlimited license to reproduce the entry, and create any derivative works of the entry in perpetuity, and that Sponsor shall have the right to publish in any media whatsoever the entry (including any reproduction or derivative work) and use it in perpetuity, along with the entrant's name, voice, picture and likeness for any lawful purpose, including advertising and promotional purposes, in any medium throughout the world without further compensation. By entering the Sweepstakes, entrant represents that entrant posted their comment for his/her entry into this Sweepstakes and acknowledges that in posting his/her comment on the Website, it will be freely accessible to the public. Sponsor is not responsible for lost, late, incomplete, misaddressed, or otherwise misdirected entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error. Multiple or duplicate entries will be disqualified. Uses of automated devices are not valid for entry. Any entry that is submitted with the use of an automated device will be void. If you post updates to or receive updates from [www.marthastewart.com](http://www.marthastewart.com) via SMS from your wireless phone, your wireless-service provider may charge for each text message sent and received. Please consult your wireless-service provider regarding its pricing plans. All terms and conditions of

www.marthastewart.com apply. **By submitting an entry, you understand that you are submitting your information to Sponsor. ALL ENTRIES MUST BE RECEIVED BY 12:00:00 PM ET ON JULY 1, 2012.**

- 1. SELECTION OF WINNER/RANDOM DRAWING:** The potential prize winner will be selected in a random drawing from among all eligible entries received. The random drawing of the prize winner will be conducted on or about July 2, 2012 by Sponsor's marketing department. Odds of winning depend on the number of eligible entries received. Limit one (1) prize per household.
- 2. PRIZES AND THEIR APPROXIMATE RETAIL VALUE ("ARV"):** **There is one (1) prize package to be given away.** It constitutes a kit to make your own Drinky 44 gallon soda costume and step-by-step instructions on construction by the Colbert Report's prop master, Brendan Hurley. **Total ARV of Prize Package: \$100.** Any difference between the stated ARV of a prize and the actual value of such prize will not be awarded. The ARV of all prizes set forth above represents Sponsor's good faith determination of the retail value thereof, and the actual fair market values, as ultimately determined by Sponsor, are final and binding and cannot be challenged or appealed. All expenses and costs associated with the acceptance and use of prizes are the sole responsibility of the prize winner. 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 ARV. All expenses and costs associated with the acceptance and use of the prize are the sole responsibility of the individual prize winner. No substitution, assignment or transfer of any prize by the entrant, is permitted. Gift certificates are subject to terms and conditions of use.
- 3. CLAIMING PRIZES/RELEASES:** Eligibility, age and claims made by potential prize winners are subject to verification. Potential prize winner will be notified by telephone and/or e-mail on or about July 2, 2012. Sponsor is not obligated to leave voice mail, answering machine or other message. If a prize winner notification is returned as undeliverable, a selected potential prize winner is ineligible, or a selected potential prize winner declines a prize, the prize will be awarded to an alternate potential prize winner in a random drawing from among all remaining eligible entries. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor. Prize Winner must supply Sponsor with his/her social security number for tax purposes. All prizes will be awarded provided they are properly claimed.
- 4. INTERNET:** If for any reason this Sweepstakes 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 or the Released Entities which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor, and the Released Entities reserve the right at their sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes. Neither the Sponsor nor any of the Released Entities assumes any 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. Neither the Sponsor nor any of the Released Entities are 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 or any of the Released Entities 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 Sweepstakes or downloading any materials in this

Sweepstakes. NEITHER SPONSOR NOR ANY OF THE RELEASED ENTITIES ARE RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S OR SUCH RELEASED ENTITY'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR OR AFFECTED RELEASED ENTITY 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.

5. **GENERAL:** By entering this Sweepstakes, 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 Sweepstakes, 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) acknowledge that Sponsor and the 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 Sweepstakes at any time. Sponsor may terminate any Sweepstakes 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 Sweepstakes' security and fairness. Sponsor may prohibit individuals from participating in Sweepstakes and disqualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Official Rules, (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Official Rules in any way or (3) repeatedly show a disregard for the Sweepstakes 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 Sweepstakes are final.
6. **LIABILITY & RELEASE:** By participating in this Sweepstakes, entrants agree to release and hold harmless Sponsor and the Released Entities from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize hereunder, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (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 Sweepstakes 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 Sweepstakes or entrants' receipt, acceptance, use and/or enjoyment of any prize. In no event shall Sponsor or the Released Entities be liable for attorney's fees. Each entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. Sponsor and the Released Entities reserve the right to correct typographic, clerical or printing errors in any Sweepstakes materials. Sponsor and the 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 the prize winner, including such error as may give an erroneous indication that a prize has been won. In the event the Sponsor or the 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, or local government law, order of regulation, order of any court or jurisdiction, or other cause not reasonably within the Sponsor's or the Released Entities' control (each a "Force Majeure" event) the Sponsor and the 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 the Released Entities, in their discretion, elect to abbreviate, cancel or terminate the Sweepstakes as a result of a Force Majeure event, the Sponsor and the Released Entities reserve the right, but shall have no obligation, to award the prizes from among all valid and eligible entries received up to the time of such Force Majeure event.

7. **USE OF INFORMATION:** The information that entrants provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send entrants information about Sponsor's products and special promotions but will not be provided to other third parties, except as necessary for the administration of the Sweepstakes 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. For additional information about Sponsor's Privacy Policy go to: <http://www.marthastewart.com/privacy-policy>.
8. **WINNER'S IDENTITY/OFFICIAL RULES:** To obtain the name of the prize winner (available after July 2, 2012) or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received by to: Martha Stewart Living Make Your Own Drinky Costume Giveaway Sweepstakes, Consumer Marketing, 601 W. 26<sup>th</sup> St. 9<sup>th</sup> Floor, New York, NY 10001. Please specify "Official Rules" or "Winner Identity". VT residents do not need to affix return postage.
9. **HAVE A QUESTION?** Visit our website and email us at [www.marthastewart.com](http://www.marthastewart.com) or write us at Martha Stewart Living Omnimedia, Inc., Consumer Marketing, 601 West 26<sup>th</sup> Street, New York, NY 10001.

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

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