

**WHOLE LIVING HINT SWEEPSTAKES  
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 *Whole Living* HINT Water 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://wholelivingdaily.wholeliving.com> (“Website”). The Sweepstakes will start at 12 PM Eastern Time (“ET”) on Aug 22, 2012 and will end at 11:59:59 PM ET on Aug 24, 2012 (herein after, “Promotion Period”). By entering this Sweepstakes, you agree to the Terms in these Official Rules.

- 1. 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) AGE 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. SWEEPSTAKES 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 family members (spouse, parents, siblings, children, and their spouses) 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.
- 2. THERE ARE TWO WAYS TO ENTER: Via Wholeliving Daily:** Visit the Whole Living’s blog, <http://wholelivingdaily.wholeliving.com> during the Promotion Period and leave an answer in the comments. **Via E-mail:** Send an email with your name, address, age and phone number to [mtoglia@marthastewart.com](mailto:mtoglia@marthastewart.com). All Entries must be received by 11:59:59 PM ET on Aug 24, 2012. Submission of Entries constitutes your consent to participate in this Sweepstakes and your consent for Sponsor to obtain and deliver your name, address and other information to the prize supplier(s) for the purpose of administering this Sweepstakes 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 Sweepstakes or by any technical or human error, which may occur in the processing of the Entries in this Sweepstakes. 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 Sweepstakes (or the entire Sweepstakes) 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 Sweepstakes, 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 Released Entities the royalty-free right to use, reuse, 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 Sweepstakes may be cancelled in the event of an insufficient number of qualified Entries are received that do not meet the minimum standards established by the judges.
- 3. JUDGING CRITERIA:** The Potential prize winner will be selected at random by Sponsor’s marketing department. The Prize winner will be notified through email or telephone on or about August 30, 2012. If

prize winner notification or prize is returned as undeliverable, prize winner is ineligible, or prize winner declines the prize, the prize will be awarded to another randomly-selected entrant. Sponsor's decisions on all matters relating to this Sweepstakes are final and binding in all respects pertaining to this Sweepstakes. Prize will be awarded provided a sufficient number of eligible Entries are received.

4. **FIVE ( 5) GRAND PRIZES:** Each prize consists of six (6) bottles of HINT water in assorted flavors (\$1.79 each)The approximate retail value ("ARV") of the prize is \$10.74. All expenses and costs associated with the acceptance and use of the prize are the sole responsibility of the prize winner. The Prize winner will be solely responsible for all federal, state, and local taxes on prize. No cash substitution, assignment, or transfer of prize permitted. In the event the prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. The ARV of prize set forth above represents Sponsor's good faith determination of the retail value thereof, and the actual fair market value, as ultimately determined by Sponsor, is final and binding and cannot be challenged or appealed. In the event the stated ARV of the prize is more than the actual fair market value of the prize, the difference will not be awarded in cash or otherwise. All expenses and costs associated with the acceptance and use of the prize are the sole responsibility of the prize winner.
5. **CLAIMING PRIZE/RELEASE:** The Prize winners may be required to execute and return a publicity release (unless prohibited by law) and a Prize Verification Form to Sponsor within fourteen (14) days of notification. If 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 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 which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, 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 Sweepstakes. 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 Sweepstakes or downloading any materials in this Sweepstakes. 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 THE WEBSITE 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 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 the 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 Sweepstakes, entrants and prize winner (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 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) 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 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 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.

8. **LIABILITY & RELEASE:** By participating in this Sweepstakes, entrants agree to release and hold harmless 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 &/or enjoyment of any prize, including but not limited to travel and lodging portions of any prize. In no event shall the Sponsor or 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.
9. **USE OF INFORMATION:** The information that you provide in connection with the Sweepstakes 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 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. 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. **NAME OF WINNER/OFFICIAL RULES:** To obtain the name of the prize winner (available after September 1, 2012, or a copy of the Official Rules, send a self-addressed, stamped #10 envelope to be received by September 15, 2012 to: *Whole Living HINT Sweepstakes*, 601 West 26<sup>th</sup> Street, New York, NY 10001. Please specify "Official Rules" or "Winner List".
11. **HAVE A QUESTION? Visit our website and email us at [mail@wholeliving.com](mailto:mail@wholeliving.com) or write us at Whole Living Magazine, 601 West 26<sup>th</sup> Street, New York, NY 10001.**

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

© 2012 Martha Stewart Living Omnimedia, Inc. All rights reserved.