DailyCandy's "What Are You Thankful For?" Contest - Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ELIGIBLE ENTRIES RECEIVED. MUST BE 18+ TO ENTER. ALL PERSONS IN PHOTO ENTRIES MUST BE 18+. VOID WHERE PROHIBITED BY LAW.

1. ELIGIBILITY: DailyCandy's "What Are You Thankful For?" Contest ("**Contest**") is open only to legal residents of the fifty (50) United States and the District of Columbia (void in Puerto Rico, all U.S. territories and possessions and all overseas military installations) who are at least eighteen (18) years of age or older as of November 19, 2012, with access to the Internet at all times during the Contest Period (as defined below). All employees of DailyCandy, LLC ("**Sponsor**" or "**DailyCandy**") and all associated agencies and each of its affiliates, parent corporations, subsidiaries, sales representatives, distributors, licensees, prize providers, advertisers, contractors or agents, and all of their respective officers, directors and employees (all of the foregoing, together with Sponsor collectively, "**Contest Entities**"), and their immediate family members (spouse, parent, child, sibling and their respective spouses) and those living in the same household of each (whether legally related or not), are ineligible to enter or win the Contest. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Entry in the Contest constitutes your full and unconditional acceptance of these "**Official Rules"** including, but not limited to, your consent to receive e-mail messages from the Contest Entities solely in connection with the Contest.

2. CONTEST PERIOD: The contest entry period will begin at 12:00 p.m. Eastern Time ("**ET**") on November 19, 2012, and end at 11:59 a.m. ET on November 26, 2012 (the "**Contest Period**").

4. CONTEST ENTRY INSTRUCTIONS: During the Contest Period, you may submit an entry via the DailyCandy Scout iPhone application. If you already have the Scout application and a Scout account, log on using your DailyCandy, Facebook or Twitter username and password. If you do not have the Scout application, go to the App Store, search for "DailyCandy Scout," and install. If you do not have a Scout account, open the Scout application and create a free Scout account by clicking "New User" and logging in with Facebook or Twitter or creating a new DailyCandy account. Please note that you must agree to comply with the Scout Terms of Use in order to create a Scout account. Once you are logged into Scout: click on the "What Are You Thankful For?" challenge and click "Enter". Take a photo of what you're thankful for using your iPhone camera or choose one from your Photo Library ("**Photo**") and click "Submit". **By submitting a Photo entry ("Entry[ies]"), entrant represents that he/she is the owner of the Photo (and the associated copyrights) submitted with such Entry or that he/she has all of the rights and authority necessary to submit the Entry, including without limitation, the right to publish the Photo and to grant the rights granted thereunder. By entering, entrant (1) gives Contest Entities the right to publish the Photo Entry, including entrant's name on the Contest Entities' websites, Scout application and/or other public websites; and (2) assigns all ownership rights and usage rights to the Photo Entry to the Contest Entities.** Incomplete entries, obscene entries, and entries displaying or containing profanity will be disqualified, as will entries that violate copyright laws or infringe on any third party rights. Contest entrants must meet all eligibility requirements listed herein to qualify to become a winner. All persons visible in the Photo must be at least eighteen (18) years of age or older. You must have the consent of all persons visible in the Photo to post the Photo and enter the Contest. Entries will be deemed submitted by the authorized account holder of the e-mail address through which the entry was submitted.

5. PUBLICITY: As a condition of entry into the Contest, except where prohibited by law, each entrant by entering and each potential winner by becoming a finalist and/or accepting a prize grants to Contest Entities, all right, title and interest in and to publicize, broadcast, display and/or otherwise use the Contest entrant's name, likeness, city, state, biographical material, Photo and any other materials submitted by entrant (collectively, "**Licensed Rights**") in any media now known or hereafter devised throughout the world in perpetuity for advertising and publicity purposes, without additional review, compensation, permission or approval. For the Photo, the Licensed Rights include but are not limited to the foregoing, and the right to use, reproduce, copy, publish, display, distribute, adapt, modify, and otherwise exploit the Photo and to incorporate the Photo in other works in any and all markets and media worldwide in perpetuity. Entrants warrant that they have the sole and exclusive right to grant such rights to the Contest Entities and that the Contest Entities' reproduction, publishing, displaying, and/or other use of the Photo will not infringe on any rights of third parties, including, without limitation, copyright, trademark, privacy, or publicity. Entrants further agree: (1) that Contest Entities may exercise any and all rights hereunder without attribution, notification or compensation to entrants; (2) that Contest Entities shall have the right to freely assign their rights hereunder, in whole or in part, to any other person or entity, without notification or approval by entrant; (3) that Contest Entities shall have no obligation, express or implied, to use the Photo in any

manner, and entrants shall not be entitled to any damages or other relief by reason of Contest Entities' use or non-use of entrant's submission; (4) that entrants may be contacted by the Contest Entities by telephone, mail or email regarding this Contest; and (5) to sign and deliver to the Contest Entities such documents as the Contest Entities may reasonably require to effectuate the rights granted herein.

6. SELECTION OF CONTEST WINNERS: When the Contest Period closes, all Entries will be reviewed by a panel of judges selected by Sponsor and consisting of DailyCandy Editors ("Judges"), who will select, on or before November 27, 2012, what they deem in their sole discretion to be the best Entry based on the following judging criteria ("**Judging Criteria**"): Theme, (1/3), Creativity (1/3) and Originality (1/3) of the Photo submission. The best Entry will be the "**Winner**". Decisions of Sponsor and Judges are final and binding with respect to all matters related to the Contest.

At the sole discretion of the Sponsor, disqualification, forfeiture and the selection of an alternate Winner may result from any of the following: (1) potential Winner's failure to timely respond to notification; (2) the return of an email notification as undeliverable; (3) potential Winner's failure to provide Sponsor with satisfactory proof of age, identity and residency; (4) potential Winner's failure to validly claim the prize by December 10, 2012; and (5) any other non-compliance with the Official Rules.

8. PRIZE: One (1) prize ("**Prize**") will be awarded in this Contest and will consist of one (1) Bostwick's Garden Stationery Set from Mr. Boddington's Studio.Total Approximate Retail Value of the Prize is forty-five dollars (ARV $45 (USD)).

Prize is not redeemable for cash except as required by law and is not transferable, except to a surviving spouse residing in the same household. No substitutions allowed except, at Sponsor's sole discretion, a prize of equal or greater value may be substituted. Prize will be awarded provided it is validly claimed by December 10, 2012, after which no alternate winner will be selected, nor unclaimed prize awarded. All taxes, if any, are the responsibility of Winner, and an IRS Form 1099 will be issued in the name of the Winner for the actual value of the Prize received. The Prize will be shipped only to addresses in the United States.

SPONSOR (INCLUDING ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND AFFILIATES) EXPRESSLY DISCLAIMS ANY AND ALL RESPONSIBILITY AND LIABILITY ARISING FROM USE OR REDEMPTION OF THE PRIZE.

9. GENERAL RULES: By entering or participating in the Contest, participants agree to be bound by these Official Rules, the terms and conditions of the Contest Entities' website, and by the decisions of Sponsor, which are final and binding in all respects. By entering the Contest, entrants waive the right to claim any ambiguity or error in these Official Rules or in the Contest itself. Sponsor reserves the right to modify these Official Rules for clarification purposes without materially affecting the terms and conditions of the Contest. Contest Entities are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Contest; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Contest, the processing of entries, or the selection or notification of winners. Further, if, for any reason, the Contest is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Contest (or portion thereof). In the event of such cancellation, termination, modification or suspension, Sponsor will select a Winner from all eligible, non-suspect entries received prior to such action. Sponsor also reserves the right at its sole discretion to disqualify the Entry of any individual found to be (a) tampering or attempting to tamper with the entry process or the operation of the Contest or any website operated by the Contest Entities; (b) using any robotic, macro, automatic, programmed or like entry methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Contest Entities are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the Prize; participation in this Contest or in any activity or travel related thereto or from any interaction with, or downloading of, computer Contest information.

Contest Entities make no warranties, and hereby disclaim any and all warranties, express or implied, concerning any prize furnished in connection with this Contest. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In any cause of action, the Contest Entities' liability will be limited to

two hundred fifty dollars ($250), and in no event shall the Contest Entities be liable for attorneys' fees and/or experts' fees and costs. By participating in the Contest, each entrant waives the right to claim any additional damages whatsoever, including, but not limited to, punitive, consequential, incidental or indirect damages.

10. PARTICIPANT OBLIGATIONS: Each entrant represents, warrants and covenants that the user generated content submitted by him or her to Sponsor, including the Entry, does not and will not infringe any rights of any other person or entity, misappropriate any proprietary information or material, defame or threaten any person or entity, result in a breach of any covenant or obligation, or violate any law, and that entrant owns all such user generated content or has fully paid for and obtained all rights, consents and releases to create or post such user generated content and has full authority to assign the rights to such user generated content to the Contest Entities, including, without limitation, with respect to all persons, images, names and likenesses contained in such user generated content. By entering, each entrant and participant agrees to defend, indemnify, release and hold harmless Contest Entities from and against any and all losses, demands, damages, rights, claims, actions and liabilities of any kind arising out of or related to (i) participation in the Contest or (ii) participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). Winner assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Contest or use or redemption of any prize. Any disputes that may arise hereunder shall be governed in all respects by the laws of the State of New York without regard to the conflicts of laws principles of any jurisdiction. Venue with respect to any such disputes shall be had in the state and federal courts of the State of New York.

11. PERSONAL INFORMATION: The personal information collected through this Contest is subject to DailyCandy's Privacy Policy, located at http://www.dailycandy.com/privacy.jsp. By entering this Contest, each entrant agrees to the use of his/her personal information as described in the above Privacy Policy.

12. OFFICIAL RULES/WINNERS' LIST REQUESTS: To obtain a copy of these Official Rules or for notification of the winner, send a self-addressed stamped envelope to: DailyCandy's "What Are You Thankful For?" Contest Official Rules/Winner List Request, 584 Broadway, Suite 201, New York, NY 10012. Requests for winners' lists must be received no later than three months after the end of the Contest. VT residents may omit return postage.

13. SPONSOR: DailyCandy, LLC, 584 Broadway, Suite 201, New York, NY 10012.