

## OFFICIAL RULES

### NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING

**1. How To Enter: Oprah's Favorite Things Instant Win Sweepstakes (the "Sweepstakes"):** Look for the Instant Win Sweepstakes code ("Official Code") in the December 2017 issue of O, The Oprah Magazine ("the Magazine"), available via subscription beginning 11/7/17 and at newsstands approximately 11/14/17 to 12/11/17 (while supplies last). Exact dates may vary depending on newsstand. There are two (2) ways to enter: Beginning 11/14/17 at 12:01 AM (ET) through 11/21/17 at 11:59 PM (ET), either (i) go to [Oprah.com/instantwin17](http://Oprah.com/instantwin17) on a computer or wireless device and complete and submit the entry form pursuant to the on-screen instructions, including the twelve-digit alphanumeric Official Code, which can be found on the "What I Know For Sure" page of the December 2017 issue of O, The Oprah Magazine; or (ii) send an email to [instantwin17@hearst.com](mailto:instantwin17@hearst.com) from a computer or wireless device and you will receive an automatic reply containing the Official Code; then follow the directions in subsection (i). Immediately upon entry, entrants will receive a pop-up window informing them of their winner/non-winner status. **IMPORTANT NOTICE:** You may be charged for visiting the mobile website in accordance with the terms of your service agreement with your carrier. Please consult your wireless service provider regarding your pricing plan. You must use a Smartphone device to participate via your mobile phone. Not all mobile phone providers carry the necessary service to participate. Check your phone capabilities for specific Internet instructions. If your data usage exceeds what is allotted by your data plan, you could be subject to additional fees by your carrier. Please contact your mobile service provider with any questions regarding your bill.

**2. Winner Selection:** All eligible entries will be time-stamped on the date of receipt. One (1) winner (the "Winner") will be selected during the Entry Period from among all eligible entries received using a predetermined winning date and time (or, if no one submits the Official Code at the pre-determined winning date and time, the first subsequent entry will be declared the Winner). Immediately upon entry, entrants will see a pop-up window informing them of their winner/non-winner status. The winning entry will receive a pop-up message informing them that they have won the prize specified, subject to verification of eligibility and the terms of these Official Rules. The winning date and time is randomly predetermined by the Sponsor, whose decisions are final on all matters relating to this Sweepstakes. If the pop-up window contains any message other than a winning message, the entrant is not a winner. The odds of winning are the same regardless of method of entry. In the event the Sponsor does not receive any eligible entries, the Sponsor has the right to cancel the Sweepstakes.

**3. Prizes & Approximate Retail Value:** One (1) Winner will receive a prize package (collectively, the "Prize Package") consisting of items chosen by Oprah, listed in the 2017 O List Favorite Things edition appearing in the December 2017 issue of O, The Oprah Magazine:

Farmhouse Pottery Bundles (\$115), Magnolia Company Trees (\$44), Gratitude Glass Jars (\$45), Jung Lee Cruet Set (\$50), Canvas Mug (set of 4) (\$48), Corkcicle (\$25), Honey Can Do Herb Preservers (\$20), Prepd lunchbox (\$69), Cangshan Knife Set (\$230), Beatriz Ball (\$52), SNURK duvet (\$119), Home Bazaar Birdhouse (\$201), Yellow Leaf Hammocks (\$199), Lands Downunder Throw (\$128), LSA Vodka Serving Set\*\* (\$185), Montes Dogget Server Trays

(\$198), Fleischer and Wolf Copper 10 piece cookware (\$400), Burt's Bees Baby Family PJ's Set (\$150), Breville Press (\$100), Taylor Weight Bowl (\$50), Cuisinart Air Fryer Toaster Oven (\$199), Bakerstone Pizza Oven (\$150), Nespresso Creatista (\$599), Asobu Cold Brew (\$50), Ninja Intelli-Sense System (\$270), Gourmia, (\$50), Lands' End Flannel Shirts (\$59), W&P Cheese Knife (\$35), Louvelle Shower Turban (\$40), FootNanny Fresh Linen Gift Set (\$50), Lollia Bubble Bath (\$50), Butter London Nail Polish Set (\$150), L'Objet Bath Salt (\$120), Tocca Hand Cream set of 5 (\$40), Julep Matte Lip Vault (\$250), Cailyn Makeup Brush Collection (\$78), 23andMe Ancestry Test (\$99), My Tag Along Cases set of 2 (\$26), Brouk & Co Jewelry Box (\$80), Corroon Nylon Bag (\$35), Talbots Gloves (\$30), Coatology Muffler (\$85), House of Fluff Faux Fur Hat (\$125), Vera Bradley Leather Crossbody (\$158), Sorel Boots (\$135), Vionic Slip-On Sneaker (\$130), Emu Australia Slippers, (\$60), Neely & Chloe Suede Market Tote (\$298), Violet & Brooks Earring Set (\$48), CZ by Kenneth Jay Lane 6CT Pear Drop Earrings (\$89), Janis Savitt Cobra Bracelet (\$45), Peepers Sun Readers (\$22), Pudus Slipper Socks (\$25), Stephanie Johnson Mirror (\$33), Adam Lippes Tees (\$105), Barefoot Dreams PJ Set (\$130), Softies Stretch Loungewear (\$94) Tory Sport Track Pants (\$168), The Sleep Shirt (\$230), Donna Karan Shirt (\$115), Spanx Active Leggings (\$102), Coatology Vest (\$245), Hunter Original Coat (\$475), Cashmere sweater (\$128), EmiJay Smoosh Sweatsuit (\$226), NYDJ Gift Card (\$124), Burts Bees Pajamas & dog bandana (\$150) Madd Capp Puzzle (\$18), Rock, Scissor, Paper baby onesies (\$25), The Patchwork Bear (\$120), My Audio Pets (\$30), Phillips Sonic-Care Diamond Clean Toothbrush (\$230), Samsung The Frame TV (\$2,000), Smart Nora (\$299), Amazon Echo Show (\$229), Orbit Phone and Wallet Finder (\$40), Beats X Wireless (\$150), Harry Barker Sweet Check Gift Set (\$35), GoBone (\$199), Martone Cycling Bike (\$1200), Oprah Winfrey Wisdom of Sundays Book (\$28), Eccolo Inspiration Notebook (\$14), The Greatest Showman Soundtrack (\$13), Letters To Me When I Grow Up (\$15), Kerber's Farm Pies (\$27), Maman Cookies (\$45), Cacaocuvee Chocolate Turtles set of 6 (\$60), Thomas Keller Chocolate Bars Box of 4 (\$50), The Model Bakery English Muffins Set of 12 (\$35), Katz's Delicatessen 3-Course Dinner for 4 (\$125), Harbour Trading Tuna Poke for 4 (\$100), Greenberg Smoked Turkey (\$75), Centerville Chicken Pie (\$64), Caroline's Cakes (\$60), Casa Dragones (set of two, including Blanco and Joven)\*\* (\$350), Bellocq Tea (\$58), Maple Syrup (\$36), Truffle Zest (\$55), Clif Jams set of 3 (\$36), Rare Hawaiian Honey Set of 2 (\$50), Thoughtfully (\$30), Josh Pond Blueberries (\$50), and 4 Scented Candles by Finesse (\$189). Total ARV: \$14,573; and (ii) \$4,370.00 in cash, which Winner may use, if he/she so elects, to help defray any tax liability he/she may incur in connection with their acceptance of the Prize Package. **Total ARV of Prize Package: \$18,943.00.** If a state law prevents the Winner from accepting any portion of the prize that includes alcohol, Sponsor will provide a non-alcohol related prize of equal or comparable value. The items in the Prize Package will also be listed on [www.oprah.com/12days](http://www.oprah.com/12days). All prize details are at Sponsor's sole discretion. Limit one (1) prize per household between this Sweepstakes and any other promotion included in the December 2017 issue of O, The Oprah Magazine, including without limitation, The 12-Day Give-O-Way Sweepstakes. Please note that all initialed, monogrammed, or personalized items, and all perishable items in the prize package may only be redeemed with vouchers to be provided by Sponsor, and each such voucher must be redeemed by the dates indicated on each voucher. Winners may also receive pre-selected sizes of clothing and shoes in the Prize Package. O, The Oprah Magazine or Sponsor make no warranties or representations with regard to the sufficiency of the cash payment to defray winners' tax expenses, and the Winner will be fully responsible for making his or her own calculation of his or her individual tax liability. Any difference between the stated ARV and the actual value of the Prize Package will not be awarded in any form. Please allow a minimum of six (6) months for delivery of all prizes within the Prize Package.

**\*\***(If a state law prevents the Winner(s) from accepting that portion of the prize that includes alcohol, Sponsor will provide a non-alcohol related prize of equal or comparable value).

**WINNER NOTIFICATION:** Winner will be notified during the Entry Period or shortly thereafter, via e-mail and/or at Sponsor's discretion, via phone, postal mail, or overnight delivery service. In the event the Winner doesn't respond to Sponsor's notification or does not accept the prize within forty-eight (48) hours of notification, the prize will be deemed forfeited and an alternate Winner will be selected from the remaining eligible entrants using another pre-determining winning date and time stamp. In the event of Sponsor's inability to contact a potential Winner within a reasonable time period, or any potential winner's non-compliance with these Official Rules, or in the event that any one or more potential Winner(s) fails to respond as stated above, declines the Prize Package, or any prize/prize notification is returned as undeliverable, or if a potential Winner fails to provide signed affidavits or releases, such potential Winner will be deemed disqualified and will forfeit the Prize Package and Sponsor will select an alternate Winner from the remaining eligible entrants using another predetermined winning date and time stamp. If any alternate(s) similarly fails to respond or declines the prize, or becomes ineligible due to any of the above conditions, Sponsor will use a reasonable number of attempts, in its discretion, to award the Prize Package to another alternate but if it is unable to do so, the Prize Package will be finally forfeited and Sponsor shall have no further liability in connection with this Sweepstakes. **Winner Name:** For the name of the Winner (available after January 15, 2018), send a separate self-addressed, stamped envelope to **Oprah's Favorite Things Instant Win Sweepstakes** Winner's List, Hearst Communications, Inc., 300 West 57<sup>th</sup> Street for receipt no later than February 16, 2018.

**2. ENTRIES:** Limit one (1) entry per person for Sweepstakes. Multiple entries from the same person will be disqualified. Entries become the property of the Sponsor and will not be returned. Proof of submission does not constitute proof of receipt. If applicable, inaccurate, lost, late, misdirected or incomplete or entry forms that have been tampered with will be disqualified. Online entrants must have valid email address and it is entrant's responsibility to update Sponsor of any change in email address. If there is a dispute as to the identity of an online entrant, the prize will be awarded to the authorized account holder of the email address. The "authorized account holder" is defined as the natural person to whom the email address is assigned by an internet service provider, online service provider, carrier, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning the email addresses for the domain associated with the submitted email address. Entries, Official Codes, and/or winning messages generated using macro, robotic, script, or other forms of automatic entry or any means which subvert the entry process will be void. All entries become the property of the Sponsor and will not be returned. If due to a printing, production, typographical, human, seeding, computer, technical, or other error, more prizes are claimed than the number set forth in these Official Rules, Sponsor reserves the right to award the stated number of prizes at random from among all verified and validated prize claims received. In no event will Sponsor be liable for awarding more than the advertised number of prizes.

**3. ELIGIBILITY:** Open to legal residents of the 50 United States and the District of Columbia, who are 21 years or older at time of entry. Void in Puerto Rico and where prohibited by law. Employees of Sponsor, its parents, affiliates and subsidiaries, participating advertising and promotion agencies, independent judging organizations, and prize suppliers (and members of

their immediate family and/or those living in the same of household of each such employee) are not eligible.

**8. CONDITIONS OF PARTICIPATION:** Expenses not specifically included in prize description and all taxes are the sole responsibility of the Winner. Each prize is awarded “as is” with no warranty or guarantee, either express or implied outside of manufacturer's limited warranty. No transfer, assignment or substitution of a prize permitted, except Sponsor reserves the right to substitute prize for an item of equal or greater value in the event an advertised prize is unavailable. The Winner is required to comply with any and all applicable federal, state, and local laws, rules and regulations. All federal, state and local taxes, and any other costs not specifically provided for in these Official Rules are solely the Winner’s responsibility. If the actual retail value of any Winner’s prize is \$600 or more, the Winner must complete a W9 form and supply Sponsor with his/her social security number for tax purposes within 48 hours of first attempted notification. An IRS Form 1099 will be issued in the name of the Winner for the actual value of the prizes received. Sponsor shall have no responsibility or obligation to the Winner or potential Winner who are unable or unavailable to accept or utilize prizes as described herein. Entrants agree to be bound by the terms of these Official Rules and by the decisions of Sponsor, which are final and binding on all matters pertaining to this Sweepstakes. Winner may be required to sign and return an Affidavit of Eligibility, a Liability Release and where legally permissible a Publicity Release within 48 hours following the date of first attempted notification. Failure to comply with this deadline may result in forfeiture of the prize and selection of an alternate Winner. Return of any prize/prize notification as undeliverable may result in disqualification and selection of an alternate Winner. Winner hereby further agrees that it will sign any documents necessary to transfer copyright of his/her submitted entry, if applicable, to Sponsor within 48 hours following the date of first attempted notification. By entering, Entrant grants permission for Sponsor, and any of its affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers to use the entrant’s submission (including an altered form of the entry), if any, for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. If images are being submitted to Sponsor as a requirement for entry, Entrants agree that they have all rights to use the images submitted and to allow Sponsor, any of its affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers to reuse any of the images, without any liability, for editorial, advertising and promotional purposes. Additionally, acceptance of the prize by Winner constitutes permission for Sponsor and any affiliates and subsidiaries, participating advertising and promotion agencies, and prize suppliers to use Winner’s name and/or likeness and biographical material for editorial, advertising and promotional purposes without additional compensation, unless prohibited by law. By accepting prize, Winner agrees to hold Sponsor, its advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representative agents, successors, assigns, officers, directors, and employees harmless for any injury or damage caused or claimed to be caused by participation in the Promotion or acceptance or use of the prize. In addition, Winner will release FedEx from any liability arising out of or related to the Sweepstakes and/or use of the services of FedEx and the transportation thereof. Sponsor is not responsible for any printing, typographical, mechanical or other error in the printing of the offer, administration of the Sweepstakes or in the announcement of the prize.

**9. RELEASE OF LIABILITY:** Released Parties are not liable for any entries, Official Codes, or prize claims which are lost, late, garbled, illegible, misdirected, delayed, stolen,

damaged, incomplete, inaccurate or any combination thereof, or for any technical hardware or software failures of any kind, any errors of any kind relating to or in connection with the Sweepstakes, whether human, mechanical, clerical, electronic, network or technical in nature, lost or unavailable network connections, or failed, incomplete, or delayed computer transmission which may limit a user's ability to participate in the Sweepstakes in any way, including without limitation the incorrect or inaccurate capture of information, or the failure to capture any information in connection with the Sweepstakes. Released Parties are not responsible for any problems or the technical malfunction or electronic transmission errors of any telephone network or lines, computer on-line systems, servers, or providers, software or hardware equipment, or any combination thereof, including any injury or damage to entrant's or any other person's computer or property related to or resulting from participation with this Sweepstakes or for any other errors or problems of any kind, whether technical, computer, typographical, printing, human or otherwise, including but not limited to, errors or problems which may occur in connection with the administration of the Sweepstakes, the processing of entries or prize claims, the announcement of the prizes or in any Sweepstakes -related materials, including but not limited to errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alternations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Released Parties or presenter on account of technical problems or traffic congestion on the Internet, at any Web site, or via the mobile phone or any combination thereof. If for any reason the Internet or mobile phone portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of the termination date. If, for any reason, the Sweepstakes is not capable of running as planned, or if the Sweepstakes or the Sweepstakes Site (or any portion thereof) becomes corrupted or does not allow the proper playing of the Sweepstakes and processing of entries in accordance with these Official Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in the Sponsor's sole opinion, corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Sweepstakes or the granting of a prize or any component thereof, Sponsor reserves the right, in its sole discretion, to disqualify any individual implicated in such action (and void all associated entries) and/or to cancel, terminate, modify, or suspend the Sweepstakes or any portion thereof. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. In the event the Sweepstakes is cancelled, and to the extent possible as determined by Sponsor, Sponsor will determine the Winner at random from among all eligible, non-suspect non-winning entries received prior to the time of the action. In the event that Sponsor determines that there are no eligible entrants, Sponsor reserves the right in its sole discretion to not award the prizes (or any portion thereof). ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEB SITE (INCLUDING THE SWEEPSTAKES SITE) OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND/OR CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE

RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Released Parties assume no responsibility for undeliverable e-mails resulting from any form of active or passive e-mail filtering by a user's Internet service provider and/or e-mail client or for insufficient space in user's e-mail account to receive e-mail. If a dispute arises about who submitted an entry on the Sweepstakes Site, the entry will be deemed submitted by the authorized account holder of the e-mail account entered and he/she must be eligible according to these Official Rules. The authorized account holder is deemed the natural person who is assigned to an e-mail address by an Internet access provider, service provider, or other online organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide the Sponsor, within forty-eight (48) hours of notification, with proof that he/she is the authorized account holder of the e-mail address associated with the winning entry (if applicable) and that all eligibility requirements are met.

**10. INTERNET/MOBILE:** Sponsor is not responsible for electronic transmission errors resulting in omission, interruption, deletion, defect, delay in operations or transmission, theft or destruction or unauthorized access to or alterations of entry materials, or for technical, network, telephone equipment, electronic, computer, hardware or software malfunctions or limitations of any kind, or inaccurate transmissions of or failure to receive entry information by Sponsor or presenter on account of technical problems or traffic congestion on the Internet, at any Web site, or via the mobile phone or any combination thereof. If for any reason the Internet or mobile phone portion of the program is not capable of running as planned, including infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. Sponsor reserves the right to select winners from eligible entries received as of the termination date. Sponsor further reserves the right to disqualify any individual who tampers with the entry process. Sponsor may prohibit an entrant from participating in the Sweepstakes if it determines that said entrant is attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception or other unfair playing practices or intending to abuse, threaten or harass other entrants. Caution: Any attempt by a participant 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, Sponsor reserves the right to seek damages from any such participant to the fullest extent of the law.

**11. DISPUTES/CHOICE OF LAW:** Except where prohibited, each entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by state or federal courts situated in New York, NY, (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees; and (3) no punitive, incidental, special, consequential or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"), and (4) entrant hereby waives all rights to claim Special Damages and all rights to have such damages multiplied or increased. New York State law, without reference to New York's choice of law rules, governs the Sweepstakes and all aspects related thereto.

**12. SPONSOR:** The Sponsor of this Sweepstakes is Hearst Communications, Inc., 300 W. 57<sup>th</sup> Street, New York, NY 10019. FedEx is not a sponsor or involved in the creation or administration of the Sweepstakes.