

## OFFICIAL RULES

**PRIZE:** Insulated Tumbler with "Rachael" Show Logo (\$19.99 ARV)

**How & When to Enter:** For a chance to win the above prize (the "Prize(s)"), you must provide the required entry information (full name/address/email/phone/date of birth) and submit your entry online at <https://www.rachaelrayshow.com/giveaways> before 11:59 p.m. Eastern Time on Wednesday, December 11, 2019. Limit one entry per person. Limit one prize per entrant.

**Eligibility:** Entrants must be eighteen (18) years of age or older and be a legal resident with a mailing address in one of the fifty (50) United States or Washington, D.C. Employees, officers, and directors (including such persons' parents, spouses, children and siblings and members of the same household) of KWP Studios Inc. ("Sponsor"), the Rachael Ray show, Watch Entertainment, Inc., Scripps Networks, Inc., Harpo Productions, Inc., Personalization Mall, and any of their respective parent companies, subsidiaries, affiliates or agencies (collectively the "Promotional Parties") are not eligible to participate in this Giveaway.

**Winner Selection & Notification:** Sponsor will randomly select the name of four (4) winner(s) on or about December 12, 2019 from all entries received. Winner(s) will be notified via the email address provided with his/her entry. If you are selected and meet the eligibility requirements, the Prize will be delivered to the name and address that was provided with the entry. Sponsor may provide one or more of the Promotional Parties with the winner's contact information for purposes of Prize fulfillment and delivery.

**Prize Details & Restrictions:** Winner may receive a gift card, coupon, certificate or voucher redeemable for a specific prize. Gift cards, coupons, certificates and/or vouchers are subject to certain restrictions (including but not limited to, expiration dates). Prize includes delivery, but does not include assembly or installation, if any is required. Any and all taxes on all prizes are solely the responsibility of the winner. Prize is non-transferable, non-assignable, non-exchangeable and not redeemable for cash. Any difference between the approximate retail value and the actual final retail value will not be awarded.

**General Rules & Disclaimers:** By entering, each entrant agrees to CBS Interactive Terms of Use and Privacy Policy and these Official Rules. Entrant agrees that Sponsor has the sole right to decide all matters and disputes arising in any way from the Giveaway and that all Sponsor's decisions are binding and final. In the event the Prize or any part thereof becomes unavailable for any reason, Sponsor reserves the right to provide a substitute prize of similar type and value. Promotional Parties are not responsible for incomplete, lost, late or illegible entries, entries that do not comply with the Official Rules, and/or technical, mechanical or electronic failures or problems of any kind, including without limitation, interruptions in or unavailability of services,

delayed or filtered communications or transmissions, and errors, defects or malfunctions in computer, digital device or other equipment hardware or software. If any prize notification or Giveaway-related communication is faulty, rejected or returned as undeliverable or if a participant cannot be reached after reasonable attempts have been made, that participant may be disqualified and an alternate winner may be randomly selected. Promotional Parties are not responsible or liable for false, incorrect, changed, incomplete or illegible contact information. Promotional Parties are not responsible or liable for late, lost, damaged, intercepted, misdirected, or unsuccessful efforts to notify the potential winner. If despite good faith efforts, Sponsor is unable to confirm a winner prior to any Prize expiration date or Prize availability period stated in these Rules or otherwise (or in time for a winner to reasonably receive and/or use the Prize within such applicable time frame), Sponsor reserves the right not to award the prize. Sponsor also reserves the right not to award the Prize if a winner cannot be confirmed after three good faith attempts to do so. EACH WINNER AGREES THAT, TO THE EXTENT PERMITTED BY LAW, THE PRIZE(S) ARE PROVIDED AS-IS WITHOUT ANY WARRANTY, REPRESENTATION OR GUARANTEE, EXPRESS OR IMPLIED, IN FACT OR IN LAW, WHETHER NOW KNOWN OR HEREINAFTER ENACTED, RELATIVE TO THE USE OR ENJOYMENT OF THE PRIZE, INCLUDING, WITHOUT LIMITATION, ITS QUALITY, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. Promotional Parties are also not responsible or liable for damage to the Prize sustained during shipping or product defects of any kind.

**Release of Liability and Publicity:** By entering the Giveaway, entrant agrees to release and hold harmless all of the Promotional Parties, Facebook, each of their parents, subsidiaries, affiliates, partners, successors, assigns and all of the foregoing entities' respective officers, directors, employees, talent, representatives, agents and shareholders, from and against any and all claims, causes of action, demands, losses or liabilities of any nature whatsoever (including without limitation, property damage, personal injury and/or death) which may result, directly or indirectly, in whole or part, from entrant's participation in the Giveaway or with respect to the awarding, receipt, possession, use and/or misuse of the Prize or any part thereof. Except where legally prohibited, each winner grants to the Promotional Parties the right to use, reuse and license others to use his/her name, state of residence, photograph, and/or likeness, and any entry which has been submitted, for advertising, publicity, promotion and/or disclosure purposes in all media worldwide without limitation or additional compensation. Sponsor reserves the right to require proof of eligibility.

**Misc.:** No purchase necessary. Chances of winning depend on the number of eligible entries received. All federal, state and local laws apply. Void where prohibited by law. *(This Giveaway is in no way sponsored, endorsed or administered by Facebook or other social media entity. Entrants are providing information to Sponsor and not to Facebook or other social media entities.)*

**Official Sponsor:** KWP Studios Inc., 226 West 26<sup>th</sup> Street, New York, New York 10001

The name of winner will be posted here: <https://www.rachaelrayshow.com/giveaways/archive>

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