

The Mary Kay® Inspiring Stories Contest

Official Rules

THIS CONTEST IS INTENDED FOR PARTICIPATION ONLY BY INDIVIDUALS AGES OF 18 or OLDER IN THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“TERRITORY”) AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE CONTEST IF YOU ARE NOT A LEGAL RESIDENT OF AND PHYSICALLY LOCATED IN THE TERRITORY AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THESE OFFICIAL RULES.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. INTERNET ACCESS & VALID E-MAIL ADDRESS REQUIRED TO ENTER.

I. SPONSOR:

Mary Kay Inc., 16251 Dallas Parkway, Addison, TX 75001-6801 (“Mary Kay” or “Sponsor”).

II. CONTEST ADMINISTRATOR:

Dreaming Tree Films, 1807 W. Sunnyside Ave., Suite 2e, Chicago, IL 60640 (“Contest Administrator” or “Dreaming Tree Films”).

III. ELIGIBILITY:

Contestants must be women ages 18-year old or older, who are considered the age of majority in their state of residence and legal residents of and currently physically residing in the 50 United States or the District of Columbia at time of entry.

Employees of Dreaming Tree Films, Coyne Public Relations, Mary Kay Inc. and any organizations responsible for sponsoring, fulfilling or administering the Contest or supplying the prizes, and/or each of their respective parent, subsidiary, affiliated and successor companies, and immediate family and household members of such individuals, are not eligible to enter or win. Mary Kay Independent Beauty Consultants (“Consultants”) are not eligible to enter by, through or on their own behalf. Family members of Consultants are eligible to enter this Promotion. "Immediate family members" shall mean parents, step-parents, children, step-children, siblings, step-siblings, or spouses, regardless of where they live. "Household members" shall mean people who share the same residence at least three months a year, whether related or not. Potential winners may be required to provide proof of eligibility upon request prior to prize award. Void where prohibited or restricted by law.

IV. HOW AND WHEN TO ENTER:

Contest begins at or about 12:01 p.m. on 6/1/11 and ends at 3:00 p.m. on 7/8/11 (“Promotion Period”). For purposes of these Official Rules (“Rules”), all times and days are

Central Time. Contest Administrator's clock is the official time-keeping device for this Contest. Promotion Period may be extended at Sponsor's sole discretion.

To enter, go to www.marykayinspiringstories.com during the Promotion Period and complete and submit the Internet Official Entry Form in its entirety, including your full name, mailing address, telephone number (with area code), date of birth, email address, and your answers to the three questions (collectively, "Entry"). The personal information collected by Mary Kay when you enter the Contest will be shared with Sponsor and Contest Administrator for purposes of offering/administering this Contest, including prize fulfillment. (For Mary Kay's complete privacy policy, direct your Internet browser to <http://www.marykay.com/privacystatement.aspx?tab=home>.)

The three essay questions are as follows, and each should be no more than 150 words ("Submission").

- A. Question 1:** Why would you like to be involved in the Mary Kay Inspiring Stories project?
- B. Question 2:** Why do you believe it is important to raise awareness of Domestic Violence?
- C. Question 3:** Please share any personal experience you have or describe your interest in the issue of domestic violence

All entries must be received before or by 3:00 p.m. central time on 7/8/11, when Contest ends. Repetitive automated electronic submission of entries is specifically prohibited and such entries are void. No joint or group entries will be accepted and such entries are void. ENTRY MUST BE SOLELY YOUR ORIGINAL WORK, OR YOU MUST HAVE BEEN ASSIGNED (AND BE ABLE TO DEMONSTRATE SUCH IN WRITING) ALL RIGHT, TITLE AND INTEREST IN AND TO THE WORK FROM THE CREATOR/OWNER OF THE COPYRIGHT.

Entries sent through unauthorized channels, agents or third parties will be disqualified. In the event of a dispute regarding Entry received from multiple users having the same email account, the authorized subscriber of the email account at the time of entry will be deemed to be the contestant, not the name on the entry form. Authorized account subscriber is the natural person who is assigned the email address by the Internet Service Provider (ISP), online service provider, or other organization responsible for assigning email addresses.

FOR ALL SUBMISSIONS: Do not include any names, logos, trademarks or other third party content/property not owned by or wholly licensed to you in your Submission. Submission must not have been submitted to any other competition or contest or have been published elsewhere. If Sponsor or Contest Administrator determine, in their sole discretion, that Submission is inappropriate, indecent or unfit for publication, or if any Submission does not comply with the requirements set forth in these Rules, such Submission/Entry will be disqualified. Submissions may not (and Sponsor and Contest Administrator reserve the right to disqualify any Entries that): 1) include nudity or what Sponsor or Contest Administrator, in their sole discretion, considers to be obscenity, pornography, racially offensive, sexually explicit, and/or offensive language/content, hate

speech, drug/alcohol/tobacco usage or any illegal activity; 2) disparage Sponsor or any other party, including but not limited to their products, brands, services or trademarks; or are not appropriate for TV/Online broadcast (at Sponsor's sole discretion); 3) contain acts of violence or aggression; or 4) contain any music. If a Submission is unable to be viewed by Contest Administrator for any reason whatsoever, that Entry shall be disqualified (and Released Parties, as defined below, will not contact potential contestant and will not be responsible or liable for inability to view Submission).

By participating in this Contest, each contestant warrants and represents that she has fully complied with these Official Rules and that her Entry/Submission: (1) does not violate any law or regulation; (2) does not violate or infringe any right of any third party, including but not limited to intellectual property rights (such as but not limited to rights of copyright, trademark or patent) or rights of publicity or privacy; (3) does not include any person except the entrant, and if not, entrant has obtained written permissions from all persons that appear in the Submission, including the videographer or photographer if not entrant (if any person/videographer or photographer is a minor, such written permission has been obtained from such person's/videographer or photographer's parent/legal guardian. Upon Sponsor's request, winner must submit proof of obtaining all necessary consents); (4) is not defamatory, slanderous or libelous, scandalous or obscene and does not portray any person in a false light; (5) is entirely contestant's own original work and/or contestant owns or controls all right, title and interest in and to the Submission, in whole or in part, including but not limited to its copyright; (6) has not been created for or submitted to any other competition or contest; (7) does not contain any virus, bugs, or other deleterious material; (8) does not contain the trademark, tradename or logo of any third party (but may contain a trademark, tradename or logo of Mary Kay); (9) does not name, depict or describe any person (living, dead, or fictional) other than the contestant and other persons who have given their written permission to appear in Submission (if such persons are minors, their parents/legal guardians have given their written permission); and (10) does not contain any material that is protected by copyright other than the copyright owned exclusively by the contestant, including but not limited to product labels (except those of Mary Kay).

By entering, each contestant agrees to indemnify and hold harmless Released Parties (as defined below) from any threatened or actual claims, actions or liability arising out of or related, in whole or in part, to the Released Parties' publication, broadcast, or use of a Submission, in whole or in part, or any of the rights granted by a contestant.

If for any reason the Contest is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, acts of God or civil disturbance or other causes that corrupt or affect the administration, security, fairness, integrity or proper conduct of the Contest or render it impractical or impossible to complete or fulfill the Contest as originally planned (as determined by Sponsor in its sole discretion), the Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify and/or suspend the Contest. If terminated, Sponsor will conduct the Contest, select potential prize winners and make prizes available in a

manner determined by Sponsor, at its sole discretion, to be fair, appropriate and consistent with these Official Rules. Notice of such action will be posted on www.marykayinspiringstories.com

Sponsor Mary Kay, Contest Administrator, and each of their respective parent, subsidiary, affiliated and successor companies, advertising and promotion agencies and prize suppliers, and each of their respective officers, directors, agents, representatives and employees, as well as each of their respective successors, representatives and assigns (collectively, the "Released Parties") are not responsible for lost, late, incomplete, inaccurate, stolen, misdirected, or illegible Entries, any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft, destruction or unauthorized access to or alteration of Entries/Submissions or any problems or technical malfunctions of any telephone network or lines, computer systems, servers, or internet providers, computer equipment, software, failure of any e-mail or Entry/Submission to be received on account of technical problems or traffic congestion on the Internet or at any website, or for any other errors or malfunctions of any kind, whether technical, computer, typographical, printing, human or otherwise, or any combination thereof, including without limitation, errors or malfunctions which may occur in connection with the administration of the Contest, processing of Entries/Submissions, announcement of the prizes, or in any Contest related materials. Released Parties are not responsible for any injury or damage to any person's (be it a contestant's or a third party's) computer related to or resulting from participation in or downloading any materials from this Contest. Persons who tamper with or abuse any aspect of the Contest, entry process, or website or who are in violation of these Rules, as solely determined by the Sponsor, will be disqualified and his/her Entries voided. And, Sponsor and/or Contest Administrator may take any other actions deemed appropriate in their sole discretion so as to protect their rights; in no event will disqualification be the sole remedy available to Sponsor and/or Contest Administrator.

Contestants must provide a valid mailing address, telephone number and email address. Once submitted, all Entries become the property of Sponsor and will not be returned.

V. PRIZE(S):

Finalist Prizes (18) Ultimately, eighteen finalists will be chosen and assembled into three (3) Mary Kay Inspiring Stories "documentary crews", each with six winning Finalists. Each crew will produce a short-format documentary to help promote Domestic Violence awareness and prevention. Documentary film production will consist of approximately five days. The final documentary(s) may be based in part or entirety on an idea submitted by a Finalist. Production will occur in Los Angeles County during the period of August 14-August 20, 2011. Each finalist will receive a trip for the winner to Los Angeles, CA from on or about August 14, 2011 through August 20, 2011 including roundtrip coach-class air transportation for the winner from a major airport near the winner's home (determined by Sponsor in its sole discretion); up to 6 nights' accommodations at a hotel determined by Sponsor in its sole discretion (single room, double occupancy); ground transportation between the hotel and

the Production headquarters (determined by Sponsor in its sole discretion) (all details of opportunity determined by Sponsor in its sole discretion). Approximate Retail Value ("ARV"): \$1,200. Sponsor will determine airline and flight itinerary in its sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above are the responsibility solely of winner. Travel restrictions, conditions and limitations may apply. If winner lives within 250 miles of Los Angeles, CA, then Sponsor may provide winner with \$200 for ground transportation in lieu of air transportation, in its sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. By accepting the prize, winner agrees to abide by any terms, conditions and restrictions required. The Sponsor is not responsible if winner does not (or is not able to) attend the Mary Kay Inspiring Stories documentary production. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. No substitution, exchange or transfer of prize by winner. Sponsor reserves the right to substitute the prize for one of equal or greater value. Each prize winner is responsible for all taxes and fees associated with prize receipt and/or use.

Secondary Prize (1). Consumers will be invited to go online on or about September 28, 2011 at 3:00 pm central time, through October 31, 2011 3:00pm central time to view the three completed documentaries and vote for the documentary they feel is the best. The members of the Mary Kay Inspiring Stories film crew that produced the Documentary receiving the most consumer votes will receive a \$20,000 Domestic Violence Shelter Grant given in their name by The Mary Kay Foundation. All three documentaries will be available for viewing and voting for equal periods of time. Sponsor, Contest Administrator and its agents will not be held responsible for technical difficulties that complicate, prevent or otherwise affect electronic voting via the web site. Furthermore, Sponsor, Contest Administrator and its agents have implemented these official rules in an attempt to create a fair online voting environment and will not be held responsible for measures taken by site visitors to circumvent the voting system, or otherwise affect the outcome of the vote.

All costs, expenses and incidentals associated with the acceptance and use of the prize not specifically listed herein as being awarded are the sole responsibility of Winners (including but not limited to: round-trip transportation between Finalist Winner's residence and Airport, phone calls, fax, incidentals, gratuities, taxes, and all other costs not otherwise mentioned herein.)

Prize award subject to verification and compliance with these Rules. Any federal, state and local taxes are the sole responsibility of the Winners, who will receive an IRS Form 1099 reflecting the final actual value of the Grand Prize. Each prize is non-refundable, non-transferable and may not be redeemed for cash or otherwise substituted by any winner in whole or in part. Sponsor reserves the right, in its sole discretion, to substitute a prize (or

portion thereof) of comparable or greater value. All prize details are at Sponsor's sole discretion.

By accepting the Finalist or Secondary prizes, winner grants Sponsor, and their licensees, sublicensees, successors, and assigns (collectively, the "Rights Holders") an exclusive, irrevocable, perpetual, worldwide, royalty-free, transferable, sublicensable license and right to use, perform, exhibit, reproduce, distribute, and/otherwise exploit the Submission, in whole or in part, in any manner and in any media now known or hereafter devised. The rights granted pursuant to the above-indicated license include, without limitation, the right to: (a) change, alter, distort, edit, or revise the Submission, in whole or in part and any element thereof; and (b) use, exploit, and make derivative works from the Submission, be it alone or in conjunction with other works of Rights Holders' sole choosing, in any and all media (now known or hereafter devised). Winners further waive any so-called "moral rights" in connection with their Submission and acknowledge that he/she has no right of review or approval of any use of Submission by Rights Holders. Should Rights Holders use Submission, Rights Holders have no obligation to attribute the Submission to winner; and, if Rights Holders elect to attribute the Submission to winner, Rights Holders will determine in their sole discretion, without review or approval by winner, the content, duration and context of such attribution. Nothing herein in any way obligates Rights Holders to use any Submission. Winner understands and agrees that he/she will receive no compensation award (other than the Grand or First Prize, as appropriate) in conjunction with winner's grant of rights in the Submission to Rights Holders. Winner further agrees, upon Rights Holders' request and without compensation of any kind to complete, sign and return any additional documents and/or take any other actions that may be required by Rights Holders so as to record, perfect and effect the preceding grant of rights in the Submission. Winner agrees to release and hold harmless the Sponsor, Contest Administrator, Rights Holders, and other Released Parties from any and all liability in conjunction with such grant of rights in the Submission.

VI. HOW AND WHEN WINNERS WILL BE SELECTED AND NOTIFIED:

The official judging panel, consisting of designated representatives of the Sponsor and Contest Administrator, will select winning entries from among all eligible entries received. Judging will be based on the following criteria: level of passion / excitement (45%); interest in the cause of Domestic Violence (45%); and unique experience with the cause (10%) In the event of a tie, the entry from among all such tied entries with the higher/highest score in overall potential for unique experience with the cause deemed the winning entry. The judging will be conducted on or about July 1-20, 2011.

The 40 unique entrants whose Submissions receive the highest scores will be deemed the Semi-Finalists. In the case of a tie, the entrant with the highest "unique experience with the cause" score will be deemed the Semi-Finalist from amongst the tied entrants. Sponsor will contact each Semi-Finalist by phone from approximately July 5-15, 2011. If Sponsor does not reach the Semi-Finalist on the first attempt to contact her, Sponsor will leave a message with the Semi-Finalist and make one (1) subsequent attempt, after which the applicable

Semi-Finalist will be disqualified and Sponsor may, in its sole discretion, select an alternate Semi-Finalist. Each Semi-Finalist will be interviewed and asked to articulate and elaborate on her submitted essay questions in order to learn more about the Semi-Finalist's desire to be part of the production. After each Semi-Finalist has been interviewed by phone, the panel of qualified judges will evaluate the Semi-Finalists' interview responses based on an application of the same judging criteria listed above to determine the 18 potential Finalist winners and the 8 alternates. Sponsor reserves the right to select fewer than the stated number of Semi-finalists, Finalists winners or Alternates if, in its sole discretion, it does not receive a sufficient number of eligible or qualified Submissions.

VII. WINNER REQUIREMENTS:

Each potential Finalist winner and Alternate will be notified on or around July 25, 2011. Each potential Finalist winner will be required to sign and return an Affidavit of Eligibility, Liability and Publicity Release (along with any other forms deemed necessary by Sponsor, collectively, the "Affidavit"), which must be received by Contest Administrator within three (3) days of the date notice or attempted notice is sent, in order to claim his/her prize. If a potential Finalist winner cannot be contacted, fails to sign and return the Affidavit within the required time period, is disqualified for any reason, or indicates he/she will be unable to attend the production, potential winner will be disqualified and an Alternate winner will be selected as an alternate potential Finalist winner, time permitting. Without limiting the generality of these Official Rules, winner shall irrevocably grant, transfer, convey and assign to Sponsor or its licensees the entirety of the rights in and to the Submission and all renewals and extensions of copyright, and the right to secure copyright registrations thereto, including, without limitation, the rights to use the Submission for any and all purposes in any and all media whether now known or hereafter developed, on a worldwide basis, in perpetuity. Winner accepts and acknowledges that Sponsor shall not be obligated to use the Submission and that Sponsor in its sole discretion shall have the right to refrain from using the Submission. Sponsor shall not incur any liability whatsoever to the extent that Sponsor chooses to refrain from any exploitation of its rights hereunder. A winner may/may not have his/her name or other personal attributes mentioned in connection with the Submission, as determined in Sponsor's sole discretion. If requested, each winner agrees to conduct any and all media interviews (including but not limited to radio and television) related to the Contest. Each winner consents to any use that Sponsor and its respective parent, subsidiaries, and agents and any agencies or other companies involved in the development or execution of the Contest, may make of the winning Submission.

VIII. RELEASES:

By participating in this Contest and/or accepting a prize, each contestant agrees: (i) to release the Released Parties from any and all alleged and/or actual actions, claims, injury, loss, liability, and damages of any kind whatsoever existing now or arising in the future (including, without limitation, bodily injury, personal injury, death, disability and property damage), costs and expenses (including, without limitation, reasonable attorneys' fees, court costs, settlement and disbursements) arising out of or related to, directly or indirectly,

in whole or in part, from participation in this Contest, participation in any Contest-related activities, and/or acceptance, possession, use and/or misuse of any prize (including travel or activity related thereto); and (ii) the Released Parties' use of any of the rights granted by contestants (including but not limited to the Released Parties' right to use a contestant's name, voice, likeness, biographical data, city and state of residence in programming, advertising, promotional materials, or on a Winners List), in any and all media now or hereafter discovered (including without limitation the World Wide Web), worldwide in perpetuity, without further compensation, notification or permission, to the extent permitted by law. Further, by accepting prize, Grand Prize Winner agrees without additional compensation to participate, at time of Sponsor's sole choosing, in interviews and/or other publicity activities which may include filming and/or audio recording and/or electronic recording, as may be determined by Sponsors from time to time in their sole discretion; and, winner further understands and agrees that the content of such interviews/publicity activities shall be the sole property of Sponsor or Contest Administrator, to the extent permitted by law, and winner agrees, upon Sponsor's request, without further compensation to complete and sign any and all documents deemed necessary by Sponsor or Contest Administrator so as to record, perfect or effect Sponsor's rights in said content.

Released Parties are not obligated to use any of the above mentioned information or materials, but may do so and may edit, adapt and distort such information or materials, at Sponsor's sole discretion, without further notification, review, permission, obligation or compensation.

Released Parties shall not be liable to winners or any other person for failure to execute the Contest, or supply a Prize or any part thereof, by reason of any act of God, any action(s), regulation(s) order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulation(s), order(s) or request(s) prove(s) to be invalid), equipment failure, terrorist acts, earthquake, war, fire, flood, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any similar or dissimilar event beyond their reasonable control.

IX. DISPUTES: ARBITRATION/CHOICE OF LAW:

Except where prohibited, contestants agree that: (1) any and all disputes, claims, and causes of action arising out of or connected with this Contest, or any prize awarded, or the determination of the winners, shall be resolved individually, without resort to any form of class action, and exclusively by arbitration pursuant to the Rules of the American Arbitration Association, then effective, and (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest but in no event attorneys' fees; and (3) under no circumstances will contestant be permitted to obtain awards for and contestant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-

pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of contestant and/or Released Parties in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without regard for conflicts of law doctrine of Illinois or any other jurisdiction, and all proceedings shall take place in the City of Chicago County of Cook.

X. WINNERS LIST: For the names of the winners, available after October 31, 2011 email a request to info@dreamingtreefilms.com