

**Mary Kay's "Fall for Fashion" Sweepstakes
Complete Official Rules**

THIS PROMOTION IS INTENDED FOR PARTICIPATION ONLY IN THE UNITED STATES AND SHALL BE CONSTRUED ACCORDING TO, AND GOVERNED EXCLUSIVELY BY, UNITED STATES LAW. DO NOT PARTICIPATE IN THE PROMOTION IF YOU ARE NOT A LEGAL RESIDENT OF AND PHYSICALLY LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY OR YOU OTHERWISE DO NOT FALL WITHIN THE ELIGIBILITY REQUIREMENTS SET FORTH IN THE OFFICIAL RULES BELOW.

NO PURCHASE NECESSARY TO ENTER OR WIN. A PRODUCT PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. You have not yet won. Internet access is required to enter.

1. ELIGIBILITY: The Mary Kay® Fall for Fashion Sweepstakes ("Promotion") is offered and open only to legal residents of the fifty (50) United States and the District of Columbia ("U.S."), eighteen or older in their state of residence (and who currently reside in the United States at time of entry), and who sign up to host a Mary Kay party and receive a Party Page from their Mary Kay Independent Beauty Consultant. Corporate employees, officers and directors of Mary Kay Inc. ("Sponsor"), and those entities involved in the preparation of materials and/or administration of this Promotion, and their immediate family members (spouse, siblings, children and parents) and those living in the same household as such individuals (whether or not related) and Mary Kay Independent Beauty Consultants ("IBCs") (collectively referred to herein as the "Sweepstakes Entities") are not eligible to enter. Void where prohibited.

2. PROMOTION PERIOD/WEEKLY ENTRY PERIOD: Promotion starts on or about 12:00:00 a.m., Central time ("CT"), on **September 1, 2009**, and ends at 11:59:59 p.m., CT, on **September 30, 2009** ("Promotion Period"). For purposes of this Promotion, a week is defined as, and Weekly Entries must be received between, 12:00:00 a.m. through 11:59:59 p.m. each week: 9/1 – 9/7; 9/8 – 9/14; 9/15 – 9/21; and 9/22 – 9/30, in order to be eligible for the Weekly Drawing ("Weekly Entry Period"). All time referenced herein is Central Time. Sponsor's clock is the official time keeping device for the Promotion.

3. HOW TO ENTER: To enter during a Weekly Entry Period, Entrants sign up to host a Mary Kay party and receive a Party Page from their IBC, follow the link to the Hostess Perks page and register (using their IBC's personal web site link from that Party Page) to host a Mary Kay party; each Entrant will receive one (1) entry into the applicable Weekly Drawing ("Entry"). **Limit one (1) entry per person, or per email address, per week.** There is no obligation and you may

cancel your agreement to host a party at any time without affect to your Entry. In the event a consumer is a winner, the personal web site from which such consumer received the Party Page and registered to host a party will determine their applicable IBC who is eligible to receive a prize (“eligible IBC”). Only eligible IBC’s who are current, active IBC’s in good standing at time of prize award will be eligible to receive a prize. All prize awards are subject to final verification by Sponsor. Entries become the property of Sponsor and will not be returned.

The Sweepstakes Entities are not responsible for entries that are untimely, lost, late, damaged, altered, destroyed, forged, tampered with, mutilated, incomprehensible, misdirected, illegible, incomplete, stolen or otherwise not in compliance with these Official Rules. Entrants may not enter with multiple email and/or street addresses, nor may entrants use any other device or artifice to enter multiple times. Any Entrant who uses fraudulent entry methods, or otherwise attempts to participate with multiple email and/or addresses under multiple identities, through a sweepstakes club or organization, or uses any other device or artifice to enter multiple times, will be disqualified. Sponsor reserves the right, at its reasonable discretion, to refuse, disqualify, or withdraw any Entry and/or entrants at any time during the Promotion.

4. DRAWINGS/PRIZES/NOTIFICATION: On or about ten (10) business days following the Promotion Period, Sponsor will conduct a random grand prize drawing (“Grand Prize Drawing”) from among all eligible entries received during the entire Promotion Period. In addition, on or within five (5) working days after the close of each Weekly Entry Period Sponsor will conduct a random weekly drawing (each a “Weekly Drawing”) from among all eligible entries received during the applicable Weekly Entry Period. Only the number of prizes stated in these Official Rules will be awarded. In no event will Sponsor be responsible for awarding more than the stated number of prizes. **Limit one (1) Weekly first prize and one (1) Weekly second prize per person during the entire Promotion Period.**

Potential Grand prize winners be notified by telephone, email and/or mail (at Sponsor’s sole discretion) on or within approximately two (2) weeks of the Drawing and will be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within five (5) business days of notification, or prize will be forfeited. Weekly First prize winners will be notified approximately two weeks after the conclusion of the Promotion Period and will be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within five (5) business days of

notification, or prize will be forfeited. Weekly Second prize winners will receive their prizes in the mail approximately four to six (4 – 6) weeks after the conclusion of the Promotion Period. The respective IBCs of each prize winner will be notified after their consumer winner has been finally confirmed, and will be required to complete, have notarized and return an Affidavit of Eligibility, Liability and, where legal, Publicity Release within five (5) business days of notification, or IBC prize will be forfeited.

5. CONSUMER PRIZES/ODDS: Consumer Grand Prize (1): Up to \$1,000 credit towards Mary Kay products (purchased through Mary Kay), \$5,000 (awarded in the form of a check), and a personal shopper consultation (up to eight hours) to assist consumer in selecting new fashion purchases. Total Grand Prize Approximate Retail Value (“ARV”): \$6,800. Personal shopper consultant will be hired for up to eight (8) hours total (approximately \$100 per hour); in the event winner elects not to use the consultant or does not use all eight hours, that element of the prize, or any part thereof, will be forfeited and not awarded. Personal shopper consultant will interview winner via phone and/or email, review photographs, assess and analyze winner’s likes, dislikes, needs and provide clothing and shopping recommendations. Personal shopper consultant availability is limited; consultation must be completed on or within six (6) weeks from winner final confirmation, or else this portion of the prize will be forfeited. **Weekly First Prize (1) per week:** Up to \$500 credit towards Mary Kay products (purchased through Mary Kay) ARV: \$500. Total ARV of First Prizes: \$2,000. **Weekly Second Prizes (250) per week:** A Buzz Kit (consists of samples of Microdermabrasion Set, Miracle Set and one mini oil-free eye makeup remover). ARV: \$7.50 each. Total ARV of Second Prizes: \$7,500. Total ARV of all Consumer prizes: \$16,300. **All credits must be redeemed directly through Mary Kay and used to purchase regular line, or limited edition retail products (limit 10) only (excludes all wholesale items and promotional merchandise) and must be used on or within one year from the date indicated by Sponsor after winner confirmation.**

The odds of winning the Grand prize depends on the number of eligible entries received during the Promotion Period. The odds of winning a Weekly prize depends on the number of eligible entries received during the Weekly Entry Period. No transfer, assignment or substitution of prize (in whole or in part), except that Sponsor reserves the right to substitute a prize of equal or greater value. Prize is not redeemable for cash in whole or in part. All federal, state and local taxes, if any, are the sole responsibility of the winners. Any prize pictured in advertising or promotional materials is for illustrative purposes only and may not be the actual prize awarded.

Trade promotion: INDEPENDENT BEAUTY CONSULTANT PRIZES: Grand Prize (1): Eligible IBC of the Grand Prize winner will receive \$1,000 (awarded in the form of a check), Section 1 wholesale credit of \$500 and retail credit up to \$1,000 (for consumer GP winner's product purchase). ARV: \$1,000. **Weekly First Prize (1) per week:** Eligible IBC of the First Prize winner will receive \$500 (awarded in the form of a check), Section 1 wholesale credit of \$250 and retail credit up to \$500 (for consumer first prize winner's product purchase). Total ARV of IBC Prizes: \$3,000.

6. GENERAL: By participating, entrants agree to abide by and be bound to these Official Rules and the decisions of Sponsor, which are final and binding in all respects. Failure to timely return or properly complete Release Documents, or if a prize notification or any prize is returned as non-deliverable, or if potential winner or IBC, is not eligible or does not comply with these Official Rules, it will result in prize forfeiture, and an alternate potential winner will be selected. **BY PARTICIPATING, PARTICIPANTS AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS THE SPONSOR, AND ITS AFFILIATES, SUBSIDIARIES, ADVERTISING AND PROMOTION AGENCIES, AND THEIR RESPECTIVE OFFICERS, DIRECTORS, EMPLOYEES, INDEPENDENT CONTRACTORS, REPRESENTATIVES AND AGENTS FROM AND AGAINST ANY AND ALL ALLEGED AND/OR ACTUAL CLAIMS, ACTIONS, DEMANDS, LOSSES, SETTLEMENTS (WHETHER OR NOT LITIGATION IS COMMENCED), LIABILITIES 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) DIRECTLY OR INDIRECTLY ARISING OUT OF THE DELIVERY, ACCEPTANCE, POSSESSION, USE OR MISUSE OF A PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, ACCESS TO WEBSITE, AND/OR PARTICIPATION IN THIS SWEEPSTAKES.** By entering and/or accepting a prize, Entrants and/or winners hereby consent, where lawful, to the use by Sponsor (and its authorized third parties) of their name, image, likeness, hometown name, biographical information, and voice for publicity, trade, advertising and promotional purposes in all media now known or hereafter developed worldwide, and on the Internet and World Wide Web, without additional compensation, and without the right of review, notification or approval.

7. LIMITATIONS OF LIABILITY: Sweepstakes Entities assume no responsibility for any computer, telephone, cable network, electronic or Internet hardware or software malfunctions, failures, connections, or availability, or garbled, corrupt, or jumbled transmissions; nor service provider, Internet, website, user net accessibility or availability, traffic congestion, technical error; nor for unauthorized human intervention, human error, or the incorrect or inaccurate capture of entry or other information; nor for the failure to capture any such information. Further, Sweepstakes Entities are not responsible for injury or damage to participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of a website. If, for any reason, the Promotion is not capable of running as planned by reason of, but not limited to, infection by computer virus, worms, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes which Sponsor deems, in its sole opinion, could corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion or any part thereof, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend the Promotion or any part thereof and select the winner from eligible entries received prior to the action or as otherwise may be deemed fair and equitable by Sponsor. Sweepstakes Entities shall not be liable to winners or any other person for failure to execute the Promotion or any part thereof, or supply a prize in whole or in part, 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, 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.

In no event will Sweepstakes Entities, their parents, affiliates, subsidiaries and related companies, their advertising or promotion agencies and/or all their respective officers, directors, employees, independent contractors, representatives and agents, be responsible or liable for any damages or losses of any kind, including direct, indirect, incidental, consequential or punitive damages arising out of participants access to, and use of, any participating Internet site(s) or the downloading from and/or printing material downloaded from said site(s). Without limiting the foregoing, everything on a web site is provided "AS IS" without warranty of any kind, either express or implied, including but not limited to the implied warranties of merchantability, fitness for a particular purpose, and non-

infringement. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties.

THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES AND THE STATE OF TEXAS WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Promotion, participant agrees that any and all disputes that cannot be resolved between the parties and causes of action arising out of or connected with this Promotion shall be resolved individually, without resort to any form of class action, exclusively before a court located in Dallas County, Texas having jurisdiction.

8. WINNERS LIST: For a list of consumer winners over \$25: mail a self-addressed, U.S. postage stamped envelope to: “Mary Kay® Fall for Fashion” Sweepstakes Winner’s List Request, Inc., Mary Kay Inc., 16251 Dallas Parkway, Addison, Texas 75001, for receipt by September 30, 2009.

9. SPONSOR: Mary Kay Inc., 16251 Dallas Parkway, Addison, Texas 75001.