

2011 Mermaid Sweepstakes OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.

The sponsor of the 2011 Mermaid Sweepstakes (the "Promotion") are Etsy, Inc. (owner and operator of Etsy.com) at 55 Washington Street, Suite 512, Brooklyn, NY 11201 and Traci Hines (the "Sponsor").

1. **ELIGIBILITY:** Open to legal residents of the 50 United States and District of Columbia age 18 years or older at the time of entry. Employees, directors and officers, and their immediate families (spouse, parents, children, siblings, and their respective spouses), and their respective household members, of the Sponsor and its affiliates, subsidiaries, and divisions and the Sponsor's advertising and promotion agencies are not eligible to enter. The Promotion is subject to all federal, state, local, provincial, and municipal laws. U.S. law governs this Promotion and personal jurisdiction shall exclusively be the state and federal courts located in New York. Void where prohibited.
2. **PROMOTION TIMING/DESCRIPTION:** The Promotion begins on Tuesday, October 4, 2011 at noon EDT and ends at noon EDT on Tuesday, October 11, 2011 (the "End Date") (collectively the "Promotion Period"). All deadlines and time periods found in these Official Rules will be based on United States' Eastern Time or the correlative time based on Greenwich Mean Time found at <http://www.timeanddate.com/worldclock/>. Sponsor's designated computer is the official time keeping device for all aspects of the Promotion.
3. **HOW TO ENTER THE PROMOTION:** No purchase necessary. A purchase will not improve ones chance of winning. The Promotion is open residents of the United States. Enter the Promotion by leaving a comment on the Etsy.com blog article "How-Tuesday: Halloween Mermaid Makeup Tutorial". All entries must be received by the End Date. Limit one (1) entry per person. Mechanically reproduced, computer generated, incomplete or illegible entries are void. All entries become the property of Sponsor and will not be returned or acknowledged.
4. **PRIZES:** One (1) winner will receive one (1) Petite Seafoam Sparkle Star Trio (the "Prize"). Approximate retail value (ARV) of each Prize is \$75.00 USD (AVR). Total ARV of all Prizes to be awarded: \$75.00 USD. The Prize may not be transferred, substituted or redeemed for cash, except at the Sponsor's sole discretion. Specifics of the Prizes are in Sponsor's sole discretion. Sponsor reserves the right, in its sole discretion, to award a Prize of equal or greater value if advertised Prize, or a portion of the Prize is unavailable. No more than the advertised number of Prizes will be awarded.
5. **DETERMINATION OF WINNERS:** One (1) random drawing will be held from all eligible entries. Potential winners will be notified by email within thirty (30) days of the End Date. A list of the winners will be posted on or around within sixty (60) days of the End Date. Potential winners may be asked to provide certain information to Etsy within a reasonable timeframe. Failure to provide this information to Etsy within the timeframe may deem the Prize forfeited and Etsy will award the prize to an alternate winner. Limit one (1) Prize per person. In the event a winning entry is discovered to be invalid for any reason whatsoever or the person who submitted the winning entry fails to comply with these Official Rules prior to delivery of the Prize, the Prize may be forfeited and awarded to an alternate winner. All decisions and results are final and binding.
6. **ODDS OF WINNING:** The odds of winning a Prize depend upon the number of eligible entries received.
7. **NOTIFICATION AND VERIFICATION OF WINNERS:** Potential winners may be required to sign and return to Sponsor an Affidavit of Eligibility and a Prize and/or Publicity Release within fourteen (14) days of issuance of notification. Non-compliance within this time frame or with requirements, or if a Prize or a Prize notification is returned as undeliverable, will result in the entrant being disqualified, and the Prize will be randomly awarded to a potential alternate winner.

8. **GENERAL CONDITIONS:** By entering the Promotion, entrant warrants that entrant has read and agrees to abide by these Official Rules and Etsy's Terms of Use, Privacy Policy, Dos and Don'ts and other site policies, meets the eligibility requirements and that he or she is not prohibited from participating in the Promotion. **WINNERS ARE RESPONSIBLE FOR REPORTING AND PAYING ANY AND ALL INCOME, SALES OR EXCISE TAXES THAT MAY APPLY; SPONSOR IS NOT LIABLE FOR AND WILL NOT PAY ANY SUCH TAXES.** Entrant agrees that the conditions of submission set forth in these Official Rules, and all documents and agreements incorporated in these Official Rules by reference, solely govern the relationship between entrant and the Sponsor in connection with this Promotion. The Sponsor is not responsible for miscommunications, failed phone or computer or telephone transmissions or technical failure, incorrect or inaccurate information, or other error of any kind whether human, mechanical or electronic. In the event the Promotion is, in the opinion of the Sponsor, compromised by non-authorized human intervention or other causes beyond the control of Sponsor which corrupt or impair its administration, security, fairness or proper play of the Promotion, the Sponsor reserves the right in its sole discretion to suspend, modify or terminate the Promotion, unless prohibited by law. The Sponsor reserves the right to deny entries to anyone it believes, in its sole discretion, is attempting to engage in unfair, unauthorized, out of the ordinary, wrongful actions, or any other actions, designed to unfairly or unduly increase the number of entries to be earned. Void where prohibited.
9. **LIMITATION OF LIABILITY AND PUBLICITY:** Participation in this Promotion constitutes an agreement by entrant to release and hold harmless the Sponsor and their respective agents, employees, officers, directors, successors and assigns, against any and all liability, claims, injury, loss, or damage of any kind, including but not limited to personal injury or death arising out of or relating to participation in this Promotion, the awarding, receipt, possession, use or misuse of any Prize and/or with respect to the participation in any Prize related activity. Entrant agrees to permit the Sponsor (if applicable and except where prohibited by law) use of winner's name, Prize won, Avatar, Etsy ID, hometown, likeness and/or comments about winning for purposes of online posting, advertising, promotion and publicity in any media without additional compensation. By entering the promotion, entrant agrees that any and all disputes, claims and causes of action arising out of or in connection with the Promotion, or any Prizes awarded, shall be resolved individually without resort to any form of class action; any claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering the Promotion, but in no event attorneys' fees; and under no circumstances will any entrant be permitted to obtain any award for, and entrant hereby waives all rights to claim, punitive, incidental or consequential damages and any and all rights to have damages multiplied or otherwise increased and any other damages, other than damages for actual out-of-pocket expenses. Entrants agree that any and all disputes shall be governed by the laws of the State of New York.
10. **WINNERS' LIST / OFFICIAL RULES:** For the names and/or Etsy ID of the winners or a copy of the official rules, mail a self-addressed, stamped envelope to: Promotion, Etsy, Inc. 55 Washington Street, Suite 512, Brooklyn, New York 11201. Vermont residents may omit return postage. Please specify "Official Rules" or "Winners List" and the specify name of the Promotion (found above). Requests must be received within six (6) months of the Promotion's End Date.