

mark Earth “Your Favorite Place on Earth” Photo Contest

Official Rules

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

Contest begins at 12:00 AM Eastern Time (“ET”) on September 12, 2008 and ends at 11:59 pm ET on October 9, 2008 (“Entry Period”).

ELIGIBILITY: The mark Earth “Your Favorite Place on Earth” Photo Contest (“Contest”) is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older. Employees, officers, and directors of Avon Products, Inc. (“Sponsor”), its advertising and promotion agencies, those involved in the production, development, implementation or handling of Contest and any agents acting for or on behalf of the above entities and their respective parent companies, subsidiaries, affiliates, service providers, prize suppliers, any other person or entity associated with Contest (which definition shall not be deemed to include authorized Avon Representatives) (and their immediate family members (parent, child, spouse, sibling and their respective spouses, regardless of where they reside) and their household members, whether or not related) are not eligible to enter or win. The Contest is governed by U.S. Law and is subject to all applicable federal, state and local laws and regulations. Void in Puerto Rico and where prohibited by law.

TO ENTER: During the Entry Period, visit markgirl.com and follow the directions provided to complete the entry form and upload a photo you took of a place you personally travelled to that captures “Your Favorite Place on Earth,” along with a caption of 50 words or less (as described below) (collectively, the “Entry”). All photographs should be no larger than 5 MB in size and in one of the following formats: JPG, JPEG, PNG, GIF, or BMP. If the Entry contains any material or elements that are not owned by the entrant, and/or which are subject to the rights of third parties, the entrant is responsible for obtaining, prior to submission of the Entry, any and all releases and consents necessary to permit the use and exhibition of the Entry by Sponsor in the manner set forth in these Official Rules, including, without limitation, name and likeness permissions from any person who appears in or is identifiable in the Entry. Sponsor reserves the right to request proof of these permissions in a form acceptable to Sponsor from any entrant at any time. Failure to provide such proof may, if requested, render Entry null and void. By submitting an Entry, entrant warrants and represents that he/she and any persons appearing or who are identifiable in the Entry consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein. The winning Entry and the four runners up will be posted on markgirl.com.

CAPTION REQUIREMENTS: Support your photograph with a caption of fifty (50) words or less and tell us why this place is your favorite place on Earth, why it has special meaning to you or how it serves as a source of inspiration in your life. Include anywhere in your 50 words the location in which the photograph was taken. Title your submission “My Favorite Place on Earth” This title will not count towards your 50 words.

Entry must (i) be entrant's own original work, (ii) cannot be previously published or submitted in connection with any other contest, (iii) be in keeping with the Sponsor's image and (iv) not be offensive or inappropriate, as determined by the Sponsor in its sole discretion, nor can it defame or invade publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or property rights or any other third party rights. Sponsor reserves the right to disqualify any Entry that it determines, in its sole discretion, is offensive or inappropriate, not in keeping with Sponsor's image or that is otherwise not in compliance with these Official Rules.

All Entries must be received by 11:59 PM ET on October 9, 2008 to be considered. By entering, entrants acknowledge compliance with these Official Rules including all eligibility requirements. Entries generated by script, macro or other automated means are void. Limit one (1) Entry per person and per email address. Entries received from any person or email address or household in excess of the limitation will be void. All Entries become the property of Sponsor and will not be returned. By submitting an Entry, entrant hereby grants permission for the Entry to be posted on markgirl.com. Entrant agrees that Releasees (as defined below) are not responsible for any unauthorized use of Entries by third parties. Releasees do not guarantee the posting of any Entry. Entrants agree that they will not use the Entry for any other public or commercial purpose, including, without limitation, posting the Entry to any online social networks, without the express consent of Sponsor in each instance.

Releasees are not responsible for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed telephone, technical, network, server, computer, hardware or software failures of any kind, nor for misdirected, incomplete, interrupted, garbled or delayed Internet/email computer, satellite, telephone or cable transmissions, or any other errors of any kind, whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Contest, including, without limitation, errors or difficulties which may occur in connection with the administration of the Contest, the processing or judging of Entries, the announcement of the prize, the incorrect uploading of the photo or in any Contest-related materials. Releasees are also not responsible for lost, late, stolen, garbled, delayed, undelivered, misdirected or incomplete Entries. Sponsor reserves the right, at its sole discretion, to disqualify any individual found tampering with the entry process, the operation of the website, or who is otherwise in violation of these Official Rules and void all associated Entries. In the event the Contest is compromised by computer virus, bug, unauthorized human intervention or other causes that corrupt or impair the security, fairness or proper play of this Contest, or render the Contest unable to be completed as planned, Sponsor reserves the right, at its sole discretion, to cancel or modify the Contest and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined below. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE IN VIOLATION OF CRIMINAL AND 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 INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

JUDGING: All eligible Entries received by Sponsor will be judged by a panel of qualified judges, designated by Sponsor, on or about December 1, 2008 based on the following

criteria: ability to capture the spirit of chosen location in the photograph (60%) and effectiveness of caption in conveying why the chosen location is meaningful and inspirational to you (40%) (collectively, the "Judging Criteria"). The Entry with the highest score will be deemed the potential winner. The decisions of Sponsor and of judges are final and binding on matters relating to this Contest. In the event of a tie, the Entries involved will be re-judged by an additional "tie-breaking" judge who will serve as a tiebreaker and who will evaluate such tied Entries according to the Judging Criteria. Sponsor reserves the right not to award the prize if, in its sole discretion, it does not receive a sufficient number of eligible and qualified Entries. Prize award is subject to verification of eligibility and compliance with these Official Rules.

NOTIFICATION OF WINNER: Potential winner will be notified by phone, mail and/or email on or about January 15, 2009. Potential winner will be required to complete and sign an Affidavit of Eligibility/Ownership/Liability and (where legal) Publicity Release and return it within fourteen (14) days of date of issuance. All documents must be returned within (14) days of date of issuance of notification or such winner will be disqualified and, at Sponsor's sole discretion, a runner-up may be selected. Failure to return all required documents properly signed, notarized and completed, noncompliance with these Official Rules, the inability to contact the potential winner within a reasonable time period, or the return of prize notification as undeliverable, will result in the winner being disqualified and, at Sponsor's sole discretion, the prize may be awarded to the runner-up.

PRIZE: One (1) Grand Prize: A VESPA Gift Certificate in the amount of four thousand dollars (\$4,000.00), which may be used to purchase a VESPA scooter. No cash redemption or substitution of prize is permitted. Gift Certificate is non-transferable. The Gift Certificate does not have an expiration date and can be redeemed for any product or service provided by VESPA at any VESPA dealership. Gift Certificate is subject to certain terms and conditions as specified by VESPA (including license requirements if certificate is used to purchase a scooter, as specified by VESPA). Prize cannot be substituted, redeemed for cash or transferred by winner. Sponsor reserves the right to substitute prize with one of comparable or greater value, at its sole discretion. Winner is responsible for all federal, state and local taxes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

GENERAL: By entering, each entrant consents to the use of his/her name, biographical information, voice, Entry (including the photograph and caption), photographs and/or likenesses for advertising and publicity purposes, in any and all media now or hereafter devised, worldwide in perpetuity, without additional compensation, notification or permission, except where prohibited by law. By submitting an Entry, each entrant agrees Sponsor and its designees shall have a non-exclusive, royalty-free, worldwide license to access, use, modify, perform, display, reproduce, copy, prepare derivative works of, transmit, publish and distribute the Entry, and all copyrights, trademarks and other proprietary rights therein, in any and all media now or hereafter devised for all lawful purposes, without further compensation, notification or permission of entrant or any third party. By entering, entrants agree to defend, release and hold harmless the Sponsor, its advertising and promotion agencies, those involved in the production, development, implementation or handling of Contest and any agents acting for or on behalf of the above entities and their respective its parent companies, subsidiaries, affiliates, service providers, prize suppliers, any other person or entity associated with

Contest and each of their respective officers, directors, agents, shareholders and employees (collectively, "Releasees") from and against any and all claims, actions and/or liability for injury, loss or damage of any kind resulting from participating in this Contest or from the acceptance, possession or use/misuse of the prize. . In the event of a dispute as to a winning Entry, such Entry will be deemed to have been submitted by the individual named on the Entry submitted, as solely determined by Sponsor, regardless of the identity of the authorized account holder of the email address associated with the Entry.

WINNER'S NAME: The name and Entry of the winner will be posted on markgirl.com from January 15, 2009 to March 1, 2009.

SPONSOR: Avon Products, Inc., 1251 Ave. of the Americas, New York, NY 10020.