

**THE FOLLOWING SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO UNITED STATES LAW. DO NOT ENTER THIS SWEEPSTAKES IF YOU ARE NOT LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.**

**1. ELIGIBILITY:**

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

The Lexmark Operation Homefront (“Sweepstakes”) is open to legal residents of the 50 United States and the District of Columbia who are 18 years of age or older at the time of entry. Employees, officers, and directors of Lexmark International, Inc. (“Sponsor”), Operation Homefront, Office Depot, Inc., their parents, subsidiaries, and affiliated companies (and their respective IRS dependents, immediate family members, and individuals residing in their same household), and the Sponsor’s Affiliates (and their immediate families—children, spouse, parents, siblings—and those living in their same households whether or not related) are not eligible to participate in the Sweepstakes. “Sponsor’s Affiliates” include all entities associated with Sponsor such as its parent, subsidiaries, affiliated companies, officers, directors, partners, employees, agents, advertising agencies, promotional agencies, and judges (Operation Homefront, Sponsor’s Affiliates, together with Sponsor, hereinafter referred to as the “Promotion Entities”). Void where prohibited or restricted by federal, state, or local laws. Sponsor reserves the right, at any time, to verify eligibility requirements, in any manner it deems appropriate. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

**2. PROMOTIONAL PERIOD:**

Sweepstakes begins at 12:00:00 a.m. (midnight) Eastern Standard Time (“EST”) on May 25, 2010, and ends at 11:59:59 p.m. EST on June 5, 2010 (“Promotional Period”).

**3. TWO WAYS TO ENTER:**

(1) Share the name and rank of a member of the United States military by commenting, tweeting or emailing, as appropriate, to any one of the following online social networks:

- [www.youtube.com/lexmarknews](http://www.youtube.com/lexmarknews) or <http://twitter.com/lexmarknews>

- <http://www.youtube.com/user/OfficeDepotStudio> or <http://twitter.com/officedepot>

- <http://twitter.com/operationhomefront> or <http://www.youtube.com/user/OpHomefrontInc>

- email [corpcomm@lexmark.com](mailto:corpcomm@lexmark.com).

(2) To enter by mail, send a 3” x 5” handwritten card with your complete name, address,

city, state, zip code, and daytime phone number to: Lexmark Operation Homefront Sweepstakes, ATTN: Kathy Hillyard, Lexmark International, Inc., 740 New Circle Road, Lexington, KY 40550. All online entries must be received by 11:59:59 p.m. June 5, 2010, to be eligible. All mail-in entries must be postmarked by June 5, 2010, and received no later than June 14, 2010, to be eligible. Only one (1) mail-in entry per separate postmarked outer envelope. No automated entries, facsimiles, or mechanical reproductions of entries allowed. Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail/entries. Limit one (1) entry per person/household/e-mail address per day regardless of the method. For the purposes of this Sweepstakes, a "day" shall be defined as 12:00:00 a.m. EST to 11:59:59 p.m. EST. Should multiple users of the same e-mail account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account subscriber of said e-mail account at the time of entry will be considered the entrant. "Authorized account subscriber" is defined as the natural person who is assigned an e-mail address by an Internet access provider, online service provider, or other organization which is responsible for assigning e-mail addresses or the domain associated with the submitted e-mail address. Automated entries are prohibited, and any use of such automated devices will cause disqualification. All entry information becomes the property of the Sponsor and will not be returned. Sponsor reserves the right to verify all entries.

#### **4. DRAWING:**

Prize winners will be selected in a random drawing on or about June 7, 2010, from among all eligible entries received, by Sponsor whose decisions are final and binding in all matters relating to this Sweepstakes. Winners that are selected from the online entrants will be contacted via the social network used to enter into the sweepstakes and will be asked to provide a name, complete address, telephone number, date of birth and email address. If a winner is selected from a mail-in entry, the winner will be notified at the phone, mail, or e-mail address provided at the time of entry. Winners will be notified on or about June 7, 2010. Sponsor is not responsible for any changes in phone, address, or e-mail address. Prize cannot be transferred, redeemed for cash, or substituted, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion.

#### **5. PRIZES/ODDS:**

A total of ten prizes will be awarded, from the following products, three Lexmark Platinum Pro905 all-in-ones (each with an estimated value of \$400), three Lexmark Pinnacle Pro901 all-in-ones (each with an estimated value of \$300) and four Lexmark Prestige Pro805 all-in-ones (each with an estimated value of \$300).

The odds of winning a prize are determined by the total number of eligible entries received. All prizes are awarded "as is" with no guarantee, either express or implied. If by reason of a printing, typographical, or other error, more prizes are claimed than the number set forth in these official rules, all persons making purportedly valid claims will be included in a random drawing to award the advertised number of prizes available in

the prize category in question. No more than the advertised number of prizes will be awarded. The prize will be shipped to the winner via 2nd day Shipping and at the expense of the Sponsor.

## **6. GENERAL CONDITIONS:**

As a condition of entering, participants agree (a) that Sponsor, Promotion Entities, their respective parents, subsidiaries, and affiliated companies, advertising and promotion agencies, and all of their respective officers, directors, employees, representatives, and agents are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses, or damages of any kind to person(s), including death or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse, or use of the prize or participation in this Sweepstakes or any Sweepstakes-related activities, including any travel related thereto; (b) under no circumstances will entrant be permitted to obtain awards for, and participant hereby waives all rights to claim punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses; (c) all causes of action arising out of or connected with this Sweepstakes, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding attorneys' fees and court costs. Except where legally prohibited, winner grants (and agrees to confirm that grant in writing) permission to Sponsor and Promotion Entities and those acting under their authority the right to the use of his/her name, picture, likeness, voice, biographical information, and statements, at any time or times, for advertising, trade, publicity, and promotional purposes without additional compensation, in all media now known or hereafter discovered, worldwide and on the Internet and World Wide Web, without notice, review, or approval. Prize winners will be required to complete, sign, and return an Affidavit of Eligibility, a Liability Release, and where lawful, a Publicity Release within seven (7) days of receipt of notification. Prizes won by eligible minors will be awarded to a Parent or Legal Guardian who must sign all required documents. If documents are not returned timely, or if the prize notification or prize is returned as non-deliverable, or if a winner is found to be ineligible or otherwise not in compliance with these Official Rules, prize will be forfeited. By participating, entrants agree to these Official Rules, which are final and binding in all respects.

## **7. LIMITATIONS OF LIABILITY:**

Neither Sponsor nor its agencies are responsible for lost, illegible, late, misdirected, incomplete, mutilated, or non-delivered mail, entries, or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone, or other connections; availability or accessibility; or miscommunications; or failed computer, satellite, telephone, or cable transmissions or lines; or technical failure; or jumbled, garbled, corrupted, scrambled, delayed, or misdirected transmissions; or computer hardware or software or telephone malfunctions, failures, or technical errors or difficulties; or other errors of any kind whether human, mechanical, electronic, or network; or the incorrect or inaccurate capture of entry or other information; or the

failure to capture, or loss of, any such information. Neither Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by Website users or by any equipment or programming associated with or utilized in this Sweepstakes; and assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communications line failure, theft, or destruction or unauthorized access to, or tampering with or hacking of the Website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds to be tampering with entry process or operation of Sweepstakes, or to be acting in a non-sportsmanlike or disruptive manner, or with intent to threaten, abuse, or harass any other person. Entrants may not register with multiple e-mail addresses, nor may entrants use any other device or artifice to register multiple times or as multiple registrants. Any individual who attempts to enter with multiple e-mail addresses under multiple identities or uses any device or artifice to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor's discretion. Sponsor is not responsible for injury or damage to participants' or any other person's computer related to or resulting from participating in this Sweepstakes or downloading or copying materials from or use of Website. If, for any reason, Sweepstakes, in the sole opinion of Sponsor, is not capable of running as planned by reason of infection by computer virus, worms, bugs, tampering, hacking, unauthorized intervention, fraud, technical failures, or any other causes which, in sole opinion of the Sponsor, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify, or suspend Sweepstakes, and determine winners from eligible entries received prior to action taken, or as otherwise deemed fair and equitable by Sponsor.

## **8. GOVERNING LAW:**

By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, participant's rights and obligations, or the rights and obligations of the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Kentucky, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state, and local courts located in Fayette County, Kentucky.

## **9. WINNERS LIST:**

For the first name, last initial, hometown, and state of the winners, send a self-addressed, first-class stamped envelope to: Lexmark Operation Homefront Sweepstakes, ATTN: Kathy Hillyard, Lexmark International, Inc., 740 New Circle Road, Lexington, KY 40550. All requests must be received by June 30, 2010.

**Sponsor:** Lexmark International, Inc., 740 New Circle Road, Lexington, KY 40550