

## **BRICKFISH® SWEEPSTAKES OFFICIAL RULES**

Name of Promotion: Makeover Your Makeup Bag Scavenger Hunt Sweepstakes (the "Sweepstakes")

Sponsor Name and Address: This Sweepstakes is sponsored by Iredale Mineral Cosmetics with offices located at 28 Church St, Great Barrington, MA ("Sponsor")

Sweepstakes Administrator: Highedge, Inc. d/b/a Brickfish, 5930 Cornerstone Court West, Suite 190, San Diego, CA 92121 ("Sweepstakes Administrator"). Sponsor and Sweepstakes Administrator are collectively referred to herein as the "Sweepstakes Entities."

**SWEEPSTAKES PERIOD:** The Sweepstakes begins on or about 12:00 PM (PT) on October 5, 2009 and ends at 11:30 PM (PT) on November 16, 2009 (the "Sweepstakes Period").

The Sweepstakes will run for six consecutive weeks as follows:

Week 1: Monday, 10/5 at 12:00 PM (PT) -10/11

Week 2: 10/12 -10/18

Week 3: 10/19 -10/25

Week 4: 10/26 -11/1

Week 5: 11/2 -11/8

Week 6: 11/9 - Tuesday, 11/16 at 11:30:00 PM (PT)

Except as otherwise noted above, each week of the Sweepstakes will commence on Monday at 6:00:00 AM (PT) and run through Sunday at 5:59:59 PM (PT).

**DRAWING DATE; SELECTION OF WINNERS:** The drawing date (the "Drawing Date") to determine the Sweepstakes winners will take place on or about December 16, 2009. On the Drawing Date, Sponsor will randomly select one winner for each Sweepstakes week (each a "Selected Entrant") from those entries that shall have correctly entered each of the four Jane Iredale social media property sweepstakes codes (see "How to Enter" below) for that Sweepstakes week. Once selected as a weekly winner, a Selected Entrant shall not be eligible to win a prize for subsequent Sweepstakes weeks.

**SWEEPSTAKES URL:** The Sweepstakes URL is located at Brickfish.com® Makeover Your Makeup Bag campaign or <http://www.janeiredale.com/contest.html> ("Sweepstakes URL").

**DESCRIPTION AND RETAIL VALUE OF SWEEPSTAKES PRIZES:** Each Selected Entrant will win an Iredale Mineral Cosmetics Multi-Gloss for Lips 2 Kit and Smoke Gets In Your Eyes Eye Shadow Kit (\$38.00 and \$46.00 respectively ARV/ Total ARV \$84). (Six winners will be selected randomly Total sweepstakes ARV \$504).

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**ELIGIBILITY:** No purchase necessary. Sweepstakes is open to members of Brickfish.com® who have registered accounts, who are legal residents of the fifty (50) United States or the District of Columbia, 18 years or older at the time of entry and have completed account registration prior to the end of the contest. (All persons under the age of majority must have parent/guardian written permission to participate – see below for Special Minor Instructions). Contestants must be members in good standing of Brickfish as described in the Brickfish Terms of Use. Account registration is complete once activated via email. This Sweepstakes is void where prohibited by law.

Current and former employees, officers and directors of the Sweepstakes Entities, their agents, affiliates, subsidiaries, advertising and promotion agencies; those involved in the production, development, implementation or handling of the Sweepstakes and members of their immediate family (spouses, children, siblings, parents and grandparents) and persons living in the same household as such persons, are ineligible to enter the Sweepstakes or win a prize.

**HOW TO ENTER:** Access the Sweepstakes URL and submit the required entry information, which includes your name, email address and birth date and each of the four unique sweepstakes codes that will be located on Sponsor’s four social media properties listed below for the sweepstakes week in which you submitting your entry. You will also be signing up to receive updates from *jane iredale*.

*jane iredale* Blog <http://makeupblog.janeiredale.com/>

*jane iredale* Twitter <http://twitter.com/JaneIredale>

*jane iredale* Facebook <http://www.facebook.com/janeiredale>

*jane iredale* YouTube <http://www.youtube.com/janeiredale>

No mail-in, e-mail or fax entries will be accepted.

Limit one entry per natural person/email address per sweepstake week. Information provided in the email opt-in will be provided to Sponsor and used in accordance with their privacy policy [http://www.janeiredale.com/contest\\_privacy.html](http://www.janeiredale.com/contest_privacy.html). In the event that a dispute arises as to the identity of the Selected Entrant for any drawing, Sponsor will deem the Selected Entrant as the person who is the authorized account holder of the email address submitted at the time of entry. “Authorized account holder” is defined as the natural person who is assigned to the e-mail address by an Internet access provider, online service provider, or other organization (e.g. business, educational institution, etc.) which is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Proof of being the authorized account holder may be required.

**SPECIAL MINOR INSTRUCTIONS:** All minors must get their parents’ permission to enter this Sweepstakes. In the event a contestant is considered a minor under the law of

the jurisdiction in which the contestant is a legal resident, the contestant's parent or guardian must sign all permissions and releases prior to the minor being awarded a prize.

**SELECTION AND NOTIFICATION OF WINNER(S):** On or about the Drawing Date, Selected Entrants will be chosen at random drawing by a representative of Sweepstakes Entities from among all eligible entries received during the Sweepstakes Period. The Selected Entrants may be required to respond to e-mail notification within the time period specified in the notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case, the Sweepstakes Entities may randomly select an alternate Selected Entrant from among the remaining eligible entries (the Sweepstakes Entities are not responsible for incorrect email addresses). By replying to the email, which may contain a declaration of eligibility / liability / publicity release (the "Release"), Selected Entrants allow Sponsor to use their name and picture for marketing purposes, unless prohibited by law. In some cases, Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. Each Selected Entrant will be required to complete and return the Release within the time period specified therein. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached; (ii) fails to respond with the required information in a timely manner as required pursuant to these Official Rules; or (iii) cannot accept or receive the prize for any reason. Selected Entrants will receive the prize by postal carrier or email link within ninety (90) days after the Drawing Date, provided the Release has been completed and returned. If Selected Entrant has completed and returned the Release and does not receive the prize within ninety (90) days after the Drawing Date, Selected Entrant must contact Sponsor at the address provided in these rules. Failure of Selected Entrant to notify Sponsor within 120 days of notification of selection as a prize winner will result in forfeiture of prize. Sponsor may delay prize if it believes Selected Entrant has fraudulently entered the promotion and make request that Selected Entrant provide proof of actual address in the form of a utility bill.

**PRIZES:** No Prize awarded as part of this Sweepstakes is transferable nor may it be redeemed for cash. If any prize is not available, a prize of equal or greater value will be substituted at Sponsor's discretion. All additional costs, including taxes, are the sole responsibility of a Selected Entrant. The Selected Entrant is not entitled to any cash surplus amount between the average retail price of a prize and the actual price.

**CONDITIONS:** Sweepstakes are subject to these Official Rules. By participating, entrants agree to be bound by these complete Official Rules. All decisions of Sweepstakes Entities are final and binding; and entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Rules, except where prohibited by law. By accepting a prize, winner agrees to release Sweepstakes Administrator, Sponsor, their respective attorneys, affiliates, directors, employees, officers, licensees, licensors and agents, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the

Sweepstakes (collectively, the “Releasees”) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of a prize. Sponsor reserves the right to use the Sweepstakes for publicity purposes in any media, and to use the name, likeness, hometown name and/or prize information of a Selected Entrant as part of that publicity, without any compensation or prior review unless prohibited by law. Taxes, if any, are the sole responsibility of Selected Entrant, and Selected Entrant may be issued an IRS Form 1099 for the ARV of any awarded prize. The Sweepstakes are void where prohibited or restricted by law, and subject to applicable federal, state and local laws. Sponsor reserve the right to disqualify any entrant it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official Rules. The Releasees shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with the Sweepstakes, and reserves the right, in its sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. Sponsor may disqualify at its sole discretion any entries it believes are created by an automated system. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the laws of the Commonwealth of Massachusetts, without giving effect to the conflicts or choice of law provisions of Massachusetts or any other jurisdiction. Contestants agree to submit to the jurisdiction of the state or federal courts of Massachusetts, with venue in Berkshire County with respect to any state court proceeding, and Springfield, Massachusetts, with respect to any federal court proceeding in connection with any and all legal actions or claims arising in connection with the Sweepstakes.

**PRIVACY:** All personal information collected by Sweepstakes Entities will be used for administration of the Sweepstakes. In addition, entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor’s privacy policy. Sweepstakes Entities use reasonable commercial efforts to comply with Federal CAN-

SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email.

**OFFICIAL RULES:** For a copy of these Official Rules or winners list, send your request and a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to Sweepstakes Administrator no later than 180 days after the Drawing Date. Rules also available on-line at the Sweepstakes URL.

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[Click here](#) to view Makeover Your Makeup Bag Rules.