

BRICKFISH.COM / KODAK
“PRICEY INK – YOU’RE FIRED!” PHOTO CONTEST
OFFICIAL RULES

**NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE DOES NOT INCREASE YOUR CHANCES OF WINNING.
VOID WHERE PROHIBITED.**

The Brickfish.com / Kodak “Pricey Ink –You’re Fired!” Photo Contest (the “Contest”) will commence at 10:00 PM (PST) on January 17, 2008 and end at 11:30 PM (PST) on March 1st, 2008. Brickfish computer is the official time-keeping device for the Contest.

ELIGIBILITY: The Contest is open to anyone who has access to the Internet, who is 18 years of age or older at the time of entry, is a legal resident of the United States and residing in the 50 United States, and is a member of Brickfish.com website. Employees, officers and directors (including individuals who have previously been employed by Highedge, Inc./Brickfish.com within the past 12 months and immediate family members and/or those living in the same household of each) of Highedge, Inc./Brickfish.com, Eastman Kodak Company, Raceway Associates, LLC, NASCAR, Inc., and its affiliates and each of their respective employees, shareholders, directors, officers, members, agents; affiliates; subsidiaries; advertising and promotion agencies; and those involved in the production, development, implementation or handling of this Contest are not eligible to enter this Contest. By entering into the Contest, participants agree to release, discharge and hold harmless the Sponsor, their respective parents, affiliates, subsidiaries, agents, representatives, retailers, agencies, NASCAR, Inc., and its affiliates and each of their respective shareholders, officers, directors, members, employees and agents (collectively, the “Released Parties”), from any and all liability, claims, losses, injuries, demands, damages, actions, and/or causes of actions whether direct or indirect, which may be due to or arise out of participation in the Contest or any portion thereof, or the acceptance, use/misuse or possession of prizes. By entering into the Contest, the participant shall be deemed to have read and agreed to be bound by these Official Rules, the Brickfish Terms of Use, and by the decisions of Sponsor and its affiliated entities, which shall be final and binding in all respects. The decisions of the judges are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

SPONSOR: The sponsor of this Contest ("Sponsor") is Eastman Kodak Company, 343 State Street, Rochester, NY 14650.

ADMINISTRATOR: The administrator of this Contest ("Administrator") is Highedge, Inc./Brickfish.com, 6165 Greenwich Drive, Suite 320, San Diego, CA 92122.

HOW TO ENTER: Visit Brickfish.com. If you do not already have one, sign up for an account and create your profile. Navigate to the “Pricey Ink-You’re Fired!” Photo Contest page. Click on the “Submit entry” tab, choose an entry type, complete the information on the entry submission page, upload your photo or video and click submit.

Content for photo entries must be relevant to the category. Artistic photos should contain any creative photographic style or technique. Family & Friends photos should display family members or friends. Wacky photos should display any funny or unusual moment. Videos should be no longer than 30 seconds and should display any unusual or funny moment caught on video. The entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement. The entry must not contain brand names, trademarks or a competitor's logo. The entry must not contain images or artwork not created by entrant. The entry must not contain material that is inappropriate, indecent, obscene hateful, tortuous, defamatory, slanderous or libelous. The entry must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, sex, religion, nationality, disability, sexual orientation or age. The entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where entry is created. A photo entry must be in .jpg format. A photo entry must have a file size no greater than 5 MB. The photo entry cannot have been submitted previously in a promotion of any kind or exhibited or displayed publicly through any means previously. You may enter as many unique entries as desired during the Contest. All entries must be submitted by March 1st, 2008. To claim a prize, you must provide your correct name, mailing address, telephone number, social security number, and email address. Sponsor, nor any affiliated entity, is not responsible for late, lost, misdirected, undeliverable, illegible, incomplete or invalid entries, whether due to system errors or failures, faulty transmissions or other telecommunications malfunctions, entries not received resulting from any hardware or software failures of any kind, lost or unavailable network connections, failed, incomplete or garbled computer or telephone transmissions, typographical or system errors and failures, faulty transmissions, technical malfunctions, or otherwise. Sponsor may prohibit an entrant from participating in the Contest or winning a prize if, in its sole discretion, it determines that said entrant is attempting to undermine the legitimate operation of the contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor.

PRIZES: There are six ways to win – five (5) Category winners and one (1) Grand Prize winner.

Category winners: Most artistic photo: One (1) winner, chosen by Sponsor from the artistic photo category wins a KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump -Average Retail Value (“ARV”): \$199.99. Best Family & Friends photo: One (1) winner, chosen by Sponsor from the friends & family photo category wins a KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump – ARV: \$199.99. Wackiest photo: One (1) winner, chosen by Sponsor from the wacky photo category wins a KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump – ARV: \$199.99. Most interesting video moment: One (1) winner, chosen by Sponsor from the interesting video moment category wins a KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump – ARV: \$199.99. Most viral entry: One (1) winner, based on the highest viral score of all entries, wins a KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump – ARV: \$199.99. Viral is the activity, before 11:30 PM (PST) on March 1st, 2008, resulting from an entry

on external sites as measured by Brickfish

Grand Prize winner: One (1) winner, chosen by Sponsor from the top 100 scoring contest entries and the category winners, wins a trip to the NASCAR® Sprint Cup Series™ race scheduled to be held at Chicagoland Speedway® on July 12th, 2008, plus a new KODAK EASYSHARE 5300 All-in-One Printer autographed by Donald Trump! Trip package includes round-trip, coach-class air transportation for two (2) from a major airport near winner's home (determined by Sponsor in its sole discretion) to Chicago, IL; two (2) nights accommodations at hotel (single room, double occupancy) determined by Sponsor in its sole discretion, for Friday night, July 11th and Saturday night, July 12th; (2) VIP passes to the NASCAR® Sprint Cup Series™ race at Chicagoland Speedway® on July 12th, 2008; one (1) gift bag containing a NASCAR®-licensed hat, shirt, diecast car, photo frame, pin, and program; and local transportation. Winner must travel on dates determined by Sponsor in its sole discretion. Trip must be booked at least twenty-one (21) days prior to departure. Trip subject to availability and blackout dates. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in their sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability. Travel is subject to the terms and conditions set forth in this Contest, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including but not limited to, ground transportation, meals, incidentals, passenger tariffs or duties, surcharges, airport fees, service charges or facility charges, personal charges at lodging, security fees, taxes or other expenses are the responsibility solely of winner. Unless child of winner, travel companion must be eighteen (18) years of age or older as of the date of departure and must travel on same itinerary and at the same time as the winner. Grand Prize winner must be 18 years of age in his/her state of residence at the time of entry. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Travel restrictions, conditions and limitations may apply. If in the judgment of Sponsor air travel is not required due to winner's proximity to prize location, ground transportation will be substituted for roundtrip air travel at Sponsor's sole discretion. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if NASCAR® Sprint Cup Series™ race at Chicagoland Speedway® is delayed, postponed or cancelled for any reason, in which event that portion of prize is forfeited in its entirety and no substitution will be provided except as in Sponsor's sole discretion. Approximate Retail Value ("ARV"): \$4399.99. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. In order to claim prize, additional releases and/or waiver of liability required by Raceway Associates, LLC and/or any applicable sanctioning body shall also be required as applicable.

For All Prizes: Prizes are non-transferable and no substitution will be made unless Sponsor, in its sole discretion, determines otherwise. No cash equivalent. Sponsor reserve the right to substitute a prize or prize component for one of equal or greater value

should it become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and/or use. Total ARV of all prizes is \$5399.94. In no event will more prizes be awarded than those listed in these Official Rules.

JUDGING: A qualified panel of judges will judge entries for the most artistic photo, family & friends photo, wackiest photo, and best video categories based on creativity (50%) and content (50%). Creativity is defined as unique or original subject matter, or creative style or technique. Content is defined as subject matter that is relevant and topical to the category. The viral category winner will be selected based on highest viral score of all entries before 11:30 PM (PST) on March 1st, 2008. Viral is the activity, before 11:30 PM (PST) on March 1st, 2008, resulting from an entry on external sites as measured by Brickfish. The grand prize winner will be selected from the top 100 scoring entries in all categories, plus the winners in each of the 5 categories. Score is determined by a combination of entry views, reviews, and votes. Judging for the grand prize winner will be based on creativity (50%) and content (50%). In the event of a tie, the entry with the highest creativity score will be deemed the winner. In the event of a further tie, the winner will be determined by the judges, in their sole discretion.

PRIZE AWARDING: Final Judging will occur on or about March 6th, 2008. Final Judging will declare the winners, upon verification of eligibility and compliance with these Official Rules. **ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER.** All costs and expenses not specified herein are the sole responsibility of the winner. No prize substitution, cash equivalent of prizes, transfer or assignment of prize permitted, except by Sponsor, in its sole discretion, due to prize unavailability for any reason, and only then for a prize of equal or greater value. If winner of any prize is a minor, prize will be awarded to the parent or legal guardian. Prize is not transferable, except at discretion of Sponsor. Limit one (1) vote per person every day per entry. Sponsor and the Released Parties are not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information. Once you submit your entry, you will be officially entered into the Contest. Entries cannot be revised or altered once submitted. Once submitted, all submitted components become the property of the Sponsor. The Sponsor shall have the right to disqualify any entries that they deem to be obscene, vulgar, sexually explicit, lewd, derogatory, inappropriate, or otherwise not in good taste, as determined by the Brickfish Terms of Use and Sponsor in their sole discretion.

CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: As a condition of participation in the Contest, each participant acknowledges and agrees that, subject to applicable law, Sponsor reserves the right to use all submissions to the Contest (including, but not limited to, all designs and images) for promotional purposes, including, without limitation, advertising and/or any other promotional purposes without additional compensation to the winner. Prize winners may be required to sign and return, without limitation and to the extent permitted under applicable law, an Affidavit of Eligibility, a Liability Release, a Publicity Release and any other documentation or instrument that Sponsor and/or its affiliated parties may require within five (5) days of receiving each such document. If the winner is under 18 years of age, they will need a parent or legal guardian to complete the above paperwork. In the event of noncompliance with these requirements, Prize Winners may be disqualified and an alternate winner may be selected,

at Sponsor's sole discretion. Each winner will be notified by email within approximately two (2) weeks of the given Contest's judging results tally. If a potential winner is contacted by email for verification purposes, he/she will have three (3) business days within which to respond to the notification email, or he/she will be disqualified and his/her prize forfeited, and an alternate potential winner may be selected. If a participant changes his/her email address or other contact information after he/she registers, it is his/her sole responsibility to update his/her registration information by logging in and making changes in his/her Brickfish.com account. Failure to update such registration information may affect a potential winner's ability to receive a prize. If a potential winner cannot be reached after a reasonable effort has been exerted, he/she is found to be ineligible, he/she cannot or does not comply with these Official Rules, or if a prize or prize notification is returned as undeliverable, such potential winner will be disqualified, and an alternate potential winner may be selected at Sponsor's sole discretion. Prizing may be fulfilled by a third party; please allow 5-7 weeks for prize delivery.

Each participant agrees that upon submission of any content to the Contest hosted on Brickfish.com, including image, audio, video, and/or any other content submission presently known or hereafter devised on Brickfish.com or by its affiliates, such content will remain on the site in perpetuity or for as long as Brickfish deems appropriate to archive. Specifically, once submitted to the Contest, participants release the right to remove entries from the Contest at any point during or after the Contest has concluded.

Subject to applicable law, participation in the Contest constitutes permission for Sponsor and affiliates to use all Winners' names, likenesses, and entries for advertising and promotional purposes without additional compensation, across all media now known or hereafter devised, in perpetuity. Winners further grant to Sponsor the right to use and publish their proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Contest in perpetuity.

Sponsor's decisions regarding this Contest, including how and to whom to award prizes, shall be determined in Sponsor's sole discretion and shall be final in all respects. Sponsor reserves the right to modify the terms and conditions at any time during the Contest. Participants are responsible for checking the Web site to see if any changes to the Contest have been made.

DISCLAIMERS: Sponsor, its affiliated entities and the Released Parties, are not responsible or liable for Contest entries that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for entries that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these Official Rules, and all such entries will be disqualified. By participating in the Contest, each registrant/entrant agrees and acknowledges to be bound by these Official Rules, all Sponsor-related terms and conditions, as well as the decisions of Sponsor which are final and binding in all respects; to waive any rights to claim ambiguity with the Official Rules, and that Sponsor and its affiliated entities, Raceway Associates, LLC, its parent and affiliated companies and subsidiaries, their respective members, shareholders, officers, directors, employees, agents and assigns and the Released Parties shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with:

participation in Contest; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize (including, but not limited to, cancellation/postponement of screening date); discontinued prizes; human error; incorrect or inaccurate transcription of registration and/or account information; any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, or internet service provider utilized by Sponsor; interruption or inability to access Sponsor, its affiliated entities and their respective websites, or any online service via the internet due to hardware or software compatibility problems; any damage to participant's (or any third person's) computer and/or its contents related to or resulting from any part of the Contest; any lost/delayed data transmissions, omissions, interruptions, defects; and/or any other errors or malfunctions, even if caused by the negligence of Sponsor or any one of its affiliated entities. Each participant further agrees to indemnify and hold harmless Sponsor and its affiliated entities, Raceway Associates, LLC, its parent and affiliated companies and subsidiaries, their respective members, shareholders, officers, directors, employees, agents and assigns, and the Released Parties from and against any and all liability resulting or arising from the Contest and to release all rights to bring any claim, action or proceeding against Sponsor or its affiliated entities or the Released Parties, and hereby acknowledge that Sponsor, its affiliated entities and the Released Parties have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to a prize, including express warranties provided exclusively by a prize supplier that may be sent along with a prize. Sponsor, its affiliated entities, and the Released Parties shall in no event be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Title of this Contest may change during the Contest. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Additionally, any attempt to cheat the Contest, as determined at the sole discretion of the Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future contests. Any attempt to cheat by creating fake profiles will be looked upon very seriously, and can result in immediate and permanent ban, and possible further action. Irrelevant entries, as deemed irrelevant at the sole discretion of Sponsor, and those using copyrighted content may be removed and disqualified from the Contest. In the event of a dispute, entries made by Internet will be declared made by the authorized account holder of the username submitted at time of entry. "Authorized account holder" is defined as the natural person who is assigned to a username in the Brickfish.com system.

TAX INFORMATION: All federal, state, local, and other taxes on prizes are the sole responsibility of the applicable winner or, if the winner is a minor, his or her parent or legal guardian.

GENERAL INFORMATION: This Contest is conducted in English (which will be given its everyday ordinary meaning).

NO LIABILITY: By participating, entrants agree to release, discharge, indemnify and hold harmless the Contest Sponsor and Reilly Worldwide, Inc., and JMBP Inc., and each of their respective officers, directors, employees, representatives and agents, Raceway Associates, LLC, its parent and affiliated companies and subsidiaries, their respective members, shareholders, officers, directors, employees, agents and assigns and the Released Parties, from and against any claims made by winners, entrants, or other third parties, related in any way to the operation of this Contest as well as any other claims, damages, or liability due to any injuries, damages or losses to any person (including death) or property of any kind resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of any prize or participation in any Contest-related activity or participation in this Contest. Reilly Worldwide, Inc. and JMBP Inc. are not sponsors of the Contest and are not affiliated with the Contest in any way.

APPLICABLE LAW: The Contest and these Official Rules shall be construed and governed in accordance with the laws of the State of California.

PRIVACY: Information collected from entrant is subject to Kodak's [Privacy Policy](#) and Brickfish.com's [Privacy Policy](#).

OFFICIAL RULES & WINNERS LIST: The Official Rules and winners' names will be posted at www.Brickfish.com until July 26, 2008.

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