

BRICKFISH.COM / CLINIQUE
CLINIQUE HAPPY MOMENTS CAMPAIGN
OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.
NO PURCHASE NECESSARY TO ENTER OR WIN.
A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.
ODDS OF WINNING WILL DEPEND ON THE TOTAL NUMBER OF ENTRIES
RECEIVED AND THE SKILL OF EACH ENTRANT.
WINNERS ARE RESPONSIBLE FOR ANY TAXES ON PRIZES
SPONSOR OBTAINS A LICENSE TO USE SUBMISSIONS IN ACCORDANCE WITH
THE BRICKFISH SUBMISSION AGREEMENT

HOW TO ENTER: The Brickfish.com / Clinique campaign (the “Campaign”) will commence at 6:00 PM (PST) on December 12, 2007 and end at 11:30 PM (PST) on January 23, 2008. Visit Brickfish.com, if you do not already have one, sign up for an account and create your profile. What makes you happy? Share a photo of whatever evokes happiness for you—family, friends, pet, even your favourite place—along with a short description of why it inspires you to be happy. You could win the Clinique Happy Moments Grand Prize, and share the happiness with 5 of your friends! You may enter as many unique entries as desired during the Campaign. 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 are not responsible for late, lost, misdirected, or invalid entries.

ELIGIBILITY: The Campaign is open to anyone who is in the continental United States, has access to the Internet, who is 14 years of age or older at the time of entry, and is a member of Brickfish.com website. Void where prohibited by law. Employees (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 the Sponsor, Highedge, Inc./Brickfish.com and, their agents; affiliates; subsidiaries; advertising and promotion agencies; and those involved in the production, development, implementation or handling of this Campaign are not eligible to enter this Campaign. By entering into a Campaign, the participant shall be deemed to have read and agreed to be bound by these terms and conditions, the Brickfish Terms of Use, the Brickfish Submission Agreement and by the decisions of Sponsor and its affiliated entities, which shall be final and binding in all respects.

PRIZES:

Grand Prize: One winner, chosen by Clinique from among the entries with the top 50 highest scores, wins a \$300 shopping spree on clinique.com, and a Clinique Happy Prize Package for them and five friends which includes: Six (6) Perfectly Happy Gift Sets; Six (6) Clinique Happy Body Butters; Six (6) of bottles Clinique Happy Body Wash; Six (6) Clinique C'mon Get Happy CDs; Six (6) Orange Digital Cameras and Balloon/Cookie delivery to five (5) friends. (Total value: \$2240.00).

Most Viral: One winner, whose entry gets the most attention on the Internet, wins a

\$200 shopping spree on clinique.com, a Perfectly Happy fragrance gift set, One (1) Clinique Happy Body Butter; One (1) Clinique Happy Body Wash and One (1) Clinique C'mon Get Happy CD; (Total value \$311.00).

Runner-Up: One winner, chosen by Clinique from among the entries with the top 50 highest scores, wins a \$100 shopping spree on clinique.com and a Perfectly Happy fragrance gift set (Total value \$147.50).

Members of Brickfish.com can vote for their favorite entry, once every day, during the duration of the Campaign. Entrants can vote for their entry once during the duration of the Campaign. Odds of winning prizes depend upon the number of valid entries submitted. 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 substitutions, except at Sponsor's sole discretion, in the event of prize unavailability. Prize is not transferable, except at discretion of Sponsor. Limit one (1) vote per person every day per entry. Limit one (1) prize per household/family/person. Sponsor is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information.

CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: As a condition of participation in the Campaign, each participant acknowledges and agrees that, subject to applicable law, Clinique reserves the right to use all submissions to the Campaign (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 Campaign'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 any campaign hosted on Brickfish.com, including image, blog, 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 a campaign, participants release the right to remove entries from the campaign at any point during or after the campaign has concluded.

Subject to applicable law, participation in the Campaign 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 Campaign in perpetuity.

Sponsor's decisions regarding this Campaign, 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 Campaign. Participants are responsible for checking the Web site to see if any changes to the Campaign have been made.

DISCLAIMERS: Sponsor and its affiliated entities are not responsible or liable for Campaign 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 Campaign, 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 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 Campaign; 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 Campaign; 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 from and against any and all liability resulting or arising from the Campaign and to release all rights to bring any claim, action or proceeding against Sponsor or its affiliated entities, and hereby acknowledge that Sponsor and its affiliated entities 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 and/or its affiliated entities 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 Campaign may change during the Campaign. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CAMPAIGN IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS 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 campaign, 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 campaigns. 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 campaign. 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.

WINNERS LIST: Winners' names will be posted at www.Brickfish.com and/or any other online and offline media delivery channels now known or hereafter devised.

APPLICABLE LAW: The Campaign and these official rules shall be construed and governed in accordance with the laws of the State of California.

SPONSOR: The sponsor of this Campaign ("Sponsor") is Highedge, Inc./Brickfish.com and Clinique. Brickfish.com is a trademark of Highedge, Inc. All rights reserved.

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Revised: December 12, 2007