

BRICKFISH® CONTEST RULES

NAME OF CONTEST ("Contest"): Fabulous Pet Names

SPONSOR and ADMINISTRATOR: This Contest is sponsored by Limited Stores LLC, 3 Limited Parkway, Columbus, OH 43230 which are solely responsible for its content ("Sponsor"). This Contest is administered by Highedge, Inc., dba www.brickfish.com, 5930 Cornerstone Court West, Suite 190, San Diego, California 92121 ("Brickfish" or "Administrator"). Sponsor and Brickfish, collectively are referred to herein as the "Released Parties". Sponsor and Administrator may run multiple campaigns. Each must be entered separately.

ELIGIBILITY: No purchase necessary. Contest is open to members of Brickfish.com® who have registered accounts, who are legal residents of the fifty (50) United States, the District of Columbia, or Mexico, 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. Account registration is complete once activated via email. This Contest is void where prohibited by law.

Current and former employees, officers and directors of Released Parties, and their immediate family members and/or those living in the same household of each, their agents; affiliates; subsidiaries; advertising and promotion agencies; and those involved in the production, development, implementation or handling of the Campaign or Sweepstakes, (including individuals who have been employed by Brickfish within the past 12 months) are eligible to submit photos, but are ineligible to win a prize.

CONTEST PERIOD: The Contest begins on or about 12:00 AM (PT) on November 16, 2009 and ends at 11:30 PM (PT) on December 28, 2009 (the "Contest Period").

HOW TO ENTER: Access the Brickfish website at <http://www.brickfish.com> or <http://www.thelimited.com/fabulouspetnames> and register or log in. Then, following submissions guidelines listed below submit your entry ("Submission"). You may enter as many times as you wish but duplicate entries will be removed. In the event Contestants exceed the stated limit, only the earliest Submissions will be reviewed. No mail-in, e-mail or fax entries will be accepted.

SUBMISSION GUIDELINES: Upload a photo of your pet and include the name of your pet along with a description explaining how you named your pet and submit it to the "Fabulous Pet Names" campaign.

Entry must be the original creation of the participant. Entry must include a photo of the entrant's pet. Entry must include the name of the entrant's pet. Entry must include a description of how the entrant named his or her pet. All Submissions must be created by the Contestant and must be original work of authorship, not previously published.

Only entries submitted in English will be accepted. All entries submitted in a language other than English will be removed.

Enter as many unique entries as you'd like. Please do not submit duplicate entries. Any entry that violates copyright protection or the Brickfish Terms of Use will be disqualified and removed. Any content using the likeness of others that reflects copyrighted material will be removed.

Submissions must portray the Released Parties in a positive light and not contain offensive or obscene material, in the sole discretion of Sponsor. In the event the Submission contains photographic images or likenesses of individuals, those individuals must have provided the Contestant with adequate written permission to use the image, and must not be under contract or have any guild or association affiliations that would limit the right of Sponsor to use the Submission for advertising and promotional purposes.

The Released Parties are not responsible for legal protection or clearance of Submissions in any form. Sponsor reserves the right to request evidence of permission or original work and further reserves the right to disqualify any Submission it deems infringing or inappropriate in any form, according to the Brickfish terms of use, which can be found at <http://www.brickfish.com/Pages/Info/termsofuse.aspx>. Except where expressly prohibited by law, once transmitted all submissions become part of the campaign and may not be removed by the contestant, even if contestant ceases membership or withdraws from contest consideration.

Sponsor grants a limited license to use its proprietary text, logos, and trademarks ("Sponsor Content") provided and necessary to create an entry for Submission. No rights in the Sponsor Content are granted to Contestant for any other purpose.

JUDGING: At the close of the Contest Entry, all eligible Submissions will be judged according to the following criteria and, subject to the terms and conditions in these Official Rules.

Submissions will be judged by The Limited who will evaluate each eligible Submission based on the following criteria: 25% creativity, 25% relevance, 25% audience support, 25% viral influence.

PUBLIC MEMBER VOTING: Sponsor may take into account public voting as a factor in determining winners of Contest. Individuals may vote once every day during the voting portion of the Contest which shall be from 12:00 AM (PT) on November 16, 2009 to 11:30 PM (PT) on December 28, 2009. Entrants may only vote for their own Submission once during the duration of the Campaign.

VIRAL ACTIVITY: Sponsor may take into account viral activity as a factor in determining winners of Contest. Viral Activity is defined as the Contestant who enters the Submission that gets the most attention across the Internet on sites other than Brickfish.com. To optimize this activity, Contestants must use the "Post to Websites" or "Embed" tools on Brickfish.com to spread the Submissions, across the Internet to other sites, including, but not limited to: Facebook, MySpace, myYearbook, LiveJournal, Tagged, hi5 and Xanga (subject to change at Brickfish's sole discretion). Viral activity related to the Entry is tracked by Administrator's proprietary automated viral ranking system. Several factors are considered in the Most Viral ranking including the number of sites an entry is posted to, the number of unique viewers of the entry, and the number of people who have shared the entry. Inappropriate sharing activity including spamming or posting content to irrelevant or inappropriate sites may be grounds for disqualification. The Most Viral Entry may be declared the Winner, or the Winner may be selected by Judges (based on the ranking criteria specified in the Prizes section) from among the top Most Viral Entries. The top Most Viral Entries may also be featured in the Campaign Statistics area on the Campaign Entries page.

The Submission or Submissions with the overall highest scores shall be deemed the winning Submissions. In the event of a tie, tying submissions shall be rescored.

SPECIAL MINOR INSTRUCTIONS: All minors must get their parents' permission to enter this Contest. In the event a Contestant is considered a minor under law, Parent or guardian must sign all

permissions and releases prior to the minor being awarded a prize. In the event air travel is provided, an additional ticket will be awarded for the minor to be accompanied ONLY by a parent or guardian.

SELECTED CONTESTANT NOTIFICATION: All Selected Contestants will be notified on or about January 28, 2010. All Selected Contestants will be required to respond (as directed) to the phone and/or e-mail notification within the time period specified in the notification. The failure to respond timely to the notification will result in forfeiture of the prizes; and, in such case, Sponsor will choose from among the remaining eligible Submissions. The Selected Contestants also will be sent an affidavit of eligibility / liability / publicity release ("Release"). Unless restricted by law, the Selected Contestants will be required to complete and return the Release within the time period specified therein. As a condition of receiving a prize, Selected Contestants shall provide a perpetual non-exclusive license to the Released Parties to use the Submission in any and all media throughout the world, in perpetuity, for any purpose whatsoever, without any additional compensation, the term of which shall be the entire life of the copyright. Should Selected Contestants be unwilling or otherwise unable to enter into license, or provide such permissions and or releases or otherwise cannot accept or receive the prize for any reason, an alternate Contestant will be selected by Sponsor from the remaining eligible entries until one who is able to meet all requirements can be selected. Selected Contestants must provide Sponsor with all signatures on the Release and return all documents in a timely manner as required pursuant to these Official Rules in order to be eligible to receive any prize.

PRIZES: Grand Prize (1): One winner, selected by The Limited from the top 250 highest scoring entries, will receive a visit from a photographer from The Limited for an on-location photo shoot for the winning pet in the winner's hometown (ARV: \$3,000). The on-location photo shoot will be determined by The Limited, The Limited photographer and the winner at a location of their choice in the winner's hometown. Photos from the photo shoot of the winning pet will be featured on www.thelimited.com. The winner will also receive a new 16GB Apple® iPod Nano with video in the color of the winner's choice along with a customized dog-walking playlist created by DJ Lips (ARV: \$179). The playlist will include a listing of the artists and songs and will be provided to the winner along with a Gift Card to the Apple® iTunes store to purchase the tracks (ARV: \$25). The winner will also receive a \$500 Gift Card to The Limited. (Total ARV: \$3,704)

Most Viral (1): One winner, selected by The Limited from the top 250 Most Viral entries, will receive a \$250 Gift Card to The Limited. [Learn about Most Viral.](#)

Runner-Up (1): One winner, selected by The Limited from the top 250 highest scoring entries, will receive a \$250 Gift Card to The Limited.

Prizing is limited to one prize per person per household. Prize is limited to what is listed in these official rules. Selected Contestant is not entitled to any surplus between actual value of prize and stated retail value. In the event Sponsor is unable to award prize as stated, Selected Contestant will receive a substitute prize of equal or greater value, at Sponsor's discretion. Selected Contestant may not transfer prize to another person. Any costs or fees not specifically listed herein are the responsibility of the Selected Contestant. In the event travel is a component of the Prize, Selected Contestant assumes the risk of any inherent or unforeseen dangers associated with travel. Selected Contestants may expect delivery of prize within 4-6 weeks after prize notification, unless otherwise noted at the time of prize notification.

USE OF WINNING SUBMISSIONS: Upon Selected Contestant accepting a prize, Released Parties have the right to use winning Submissions in merchandising, advertising, marketing or

promotion or for any other commercial or non-commercial purpose without additional compensation to the Contestant. Contestants hereby grant to Released Parties a non-exclusive, sub-licensable, royalty-free, fully paid license and right to use, distribute, make derivative works from and otherwise exploit the Submission, in any manner and in any medium now known or hereafter devised, throughout the world in perpetuity. Participants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized.

USE OF ALL SUBMISSIONS: Upon Submission of an entry, Released Parties shall have the right to use the Submission for the purposes of promoting this Contest and Contests administered by Brickfish or Sponsor without additional compensation, and Contestant, at the time of submission, grants Released Parties a non-exclusive, sub-licensable, royalty-free, fully-paid license and right to use, distribute the Submission for those promotional purposes.

CONTESTANT USE OF SUBMISSION: Contestants may post and distribute their own Submissions for promotional purposes, such as on websites and social networking profile pages; provided, however, that if the Submission includes Sponsor Content, any required intellectual property notices must be included and the license to use the Sponsor Content is subject to your strict compliance with the Official Contest Rules.

TERMS AND CONDITIONS: Released Parties shall not be liable to Contestants for failure to supply any prize or any part thereof, by reason of any acts of God, any action(s), regulation(s), order(s) or request(s) by any governmental or quasi-governmental entity (whether or not the action(s), regulations(s), order(s) or request(s) prove(s) to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal), labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other similar or dissimilar cause beyond any of the Released Parties' control. Sponsor is not responsible for: (a) lost, late, misdirected, undeliverable, incomplete or indecipherable Submissions due to system errors or failures, or faulty transmissions or other telecommunications malfunctions and/or entries; (b) technical failures of any kinds; (c) failures of any of the equipment or programming associated with or utilized in the Contest; (d) unauthorized human and/or mechanical intervention in any part of the submission process or the Contest; (e) technical or human error which may occur in the administration of the Contest or the processing of entries; or (f) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from any contestant's participation in the Contest or receipt or use of any prize.

The Released Parties reserve the right to disqualify any Contestant they find to be violating these Official Rules. Sponsor reserves the right, to require any Selected Entrant to submit to a confidential background check to confirm eligibility and help ensure that the use of any Submission will not bring Sponsor into public disrepute, contempt, scandal or ridicule or reflect unfavorably on the Contest as determined by Sponsor in its sole discretion. Sponsor reserves the right to cancel or suspend the Contest, in its sole discretion, should it receive fewer than 50 Submissions, or due to circumstances beyond its control, including natural disasters. Sponsor has the right, but not the obligation, to use any Winning Submission. Sponsor may, in its sole discretion, cancel, modify or suspend the Contest should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor's control, corrupt the administration, security or proper play of the Contest. Sponsor may prohibit a contestant from participating in the Contest or winning a prize if, in its sole discretion, it determines such contestant is attempting to undermine the legitimate operation of the Contest by cheating, plagiarizing, engaging in any deception, or any other unfair playing practices of intending to annoy, abuse, threaten, undermine or harass any other players or Sponsor

representatives. The internal laws of the State of California will govern disputes regarding these Official Rules and/or this Contest. Any attempt to deliberately damage or undermine the legitimate operation or fair play of the contest may be in violation of criminal and civil laws and will result in disqualification from participation in the contest. Should such an attempt be made, the Released Parties reserve the right to seek remedies and damages (including attorney fees) to the fullest extent of the law, including criminal prosecution.

WINNERS AND RULES: A Winners' list will also be posted on www.brickfish.com for at least ninety (90) days after Winners are selected, along with a copy of these Official Rules.

PRIVACY: Information collected from Contestant is subject to the Brickfish.com's [Privacy Policy](#) and may be provided to Sponsor. Contestants may be contacted for promotional purposes and may opt out according to information contained in promotional communication.

DIGITAL MILLENIUM COPYRIGHT ACT: Administrator and Sponsor's policy is to respond to notices of alleged infringement that comply with the Digital Millennium Copyright Act ("DMCA"). Copyright-infringing materials found on Sponsor's websites can be identified and removed via Sponsor's DMCA compliance process located at http://www.brickfish.com/Pages/Info/copyright_claim.pdf.

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