

## SCHEDULE TO BRICKFISH® MASTER CAMPAIGN RULES

### CONTEST RULES

The "Nexus® Hairdo How To" Campaign (the "Campaign") includes both a contest and a sweepstakes. This Schedule represents the "Official Contest Rules" for the contest portion of the Campaign. (You can find the "Official Sweepstakes Rules" for the sweepstakes portion of the campaign [here](#).) This Schedule is governed by the Brickfish Master Campaign Rules which are attached and incorporated herein by this reference. However, in the event of any conflict between the Brickfish Master Campaign Rules and this Schedule, this Schedule will control.

**NAME OF CONTEST:** "Nexus® Hairdo How To" Contest (the "Contest").

**SPONSOR:** This Contest is sponsored by Alberto-Culver USA, Inc., 2525 Armitage Avenue, Melrose Park, Illinois 60160 ("Sponsor").

**SUBMISSION PERIOD:** The Contest begins at 7:00 p.m. Pacific Standard Time ("PST") on July 16, 2008 and ends at 9:30 p.m. PST on August 13, 2008 (the "Submission Period").

**HOW TO ENTER:** Go to Brickfish.com® and register or log in. Then, develop your own, easy to follow, step-by-step styling plan for your best look and create a 90-second or less video or photos with captions (a "Submission") and submit it to the "Nexus® Hairdo How To" Contest. If you choose to submit a video, it must be in MOV, WMV, MPEG-1, MPEG-2, MPG or AVI file format and may not exceed 100 MB in size. If you choose to submit photographs instead, they must in tif, tiff, png, jpg, jpeg, gif, or bmp file format and each no more than 4 megabytes and 5,000 by 5,000 pixels in size and submitted using the Brickfish Entry Editor. You may enter as many unique Submissions as you wish, but duplicates will be removed.

When entering the Contest, you may also automatically enter the Campaign "Sweepstakes" by selecting the opt-in checkbox on the "Submit Entry" tab, and agreeing to receive promotional e-mails from Nexus®. If you do not wish to receive promotional e-mails from Nexus®, you may also enter the Sweepstakes by filling out the Sweepstakes entry form available in the Campaign Highlights section on the Campaign page. Entry in the Sweepstakes will not affect your competition in the Contest. Regardless of number of Contest Submissions you enter, only one Sweepstakes entry will be allowed per person/e-mail address. [Learn more about the Sweepstakes.](#)

**CONTENT GUIDELINES/ISSUES:** Submissions must be original work of the participant, not previously submitted in any other contest or promotion, and must demonstrate an easy-to-follow, step-by-step styling plan, with photographs or video. The styling plan may feature any type of hair and hairstyle, as long as it involves no more than four steps to implement, and does not require or feature any haircare or hairstyling products other than Nexus® brand products. Any Submission that violates copyright protections or the [Brickfish Terms of Use](#) will be disqualified and removed. Your Submission must be in web-ready format and must have been photographed/filmed by you. You must have the express consent of any individuals (other than yourself) featured in your Submission.

**AGE AND OTHER ELIGIBILITY:** Contest is open to members of Brickfish.com who are legal residents of one of the forty-eight (48) continental United States or the District of Columbia, 18 years or older, at the time of entry. Professional hairdressers/hairstylists are not eligible to

participate.

The parent or legal guardian of any entrant under the age of majority in his/her state of residence must read and agree to the Official Contest Rules on behalf of such entrant as a condition of participation in the Contest.

**PRIZE(S):**

**Grand Prize:** One (1) winner, selected by Nexxus experts from all entries according to the "Judging Criteria" set forth below, will win the Grand Prize of a \$2,500 American Express® gift card to be used toward a 2 day/1 night trip for winner and one (1) guest to New York City, to join Nexxus for the Shear Genius Finale party, currently anticipated to be on August 27, 2008. The Grand Prize Winner will have his/her Submission posted on the nexxus.com website, which may require the winner to enter into additional agreements with Sponsor. The Grand Prize winner will be selected before all other prize winners, and will not be eligible for any other Contest prize detailed below. **Sponsor makes no promise or guarantee that the Grand Prize gift card amount will cover all travel expenses for all winners and from all areas; actual costs of travel, lodging, taxes, and other expenses will vary. The Grand Prize winner and his/her guest will have sole responsibility for making all travel arrangements and for any travel, lodging or other expenses associated with attending the Shear Genius Finale party that exceed the Grand Prize gift card amount. Sponsor makes no promise or guarantee that all merchants and vendors will accept American Express® gift cards as payment.** American Express® is a registered trademark American Express Marketing & Development Corp. All rights reserved. American Express is not a sponsor of, does not endorse, and is not affiliated with, this Contest and the gift card is subject to all terms and conditions imposed thereon by American Express.

Approximate retail value ("ARV") of Grand Prize: \$2,500

**Most Viral Prize:** Use all of your social networks to spread the word! One (1) winner, selected by Nexxus experts (according to the "Judging Criteria" set forth below) from the top 100 "Most Viral" entries, based on viral activity on Internet sites other than Brickfish.com (as tracked by Brickfish's proprietary automated viral ranking system and as determined by Brickfish in its sole discretion in accordance with the Master Campaign Rules), will win the Most Viral Prize of a Nexxus Salon Hair Care Product Basket. [Learn about Most Viral.](#)  
ARV of Most Viral Prize: \$100

**High Score Prize:** One (1) winner, selected by Nexxus experts (according to the "Judging Criteria" set forth below) from the top 100 highest scoring entries from Brickfish.com user voting, viewing and reviewing activity (as weighted and calculated by Brickfish's proprietary automated scoring system and as determined by Brickfish in its sole discretion and in accordance with the Master Campaign Rules) will win the High Score Prize of a Nexxus Salon Hair Care Product Basket.  
ARV of High Score Prize: \$100

Total ARV of all Contest prizes: \$2,700

All prize claims, affidavits of eligibility and liability/publicity releases are subject to verification by Sponsor. Additional prize details not specified in the Official Contest Rules will be determined in Sponsor's sole discretion. No more than the stated number of prizes will be awarded.

The Grand Prize Winner's guest (or the guest's parent/legal guardian of the guest, if the guest is a minor) may also be required (in Sponsor's sole discretion) to sign a liability/publicity release within the time frame specified by Sponsor. In the event of noncompliance with this requirement, the Grand Prize winner and/or his/her guest will be refused travel and the Grand Prize may be forfeited.

IN ADDITION TO THE RELEASES, WAIVERS AND DISCLAIMERS SPECIFIED IN THE MASTER CAMPAIGN RULES, THE GRAND PRIZE WINNER (OR HIS/HER PARENT/LEGAL GUARDIAN, IF THE GRAND PRIZE WINNER IS AN ELIGIBLE MINOR) AGREES TO RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS THE RELEASED PARTIES (AS DEFINED IN THE MASTER CAMPAIGN RULES) FROM ANY AND ALL LIABILITY WHATSOEVER FOR INJURIES, LOSSES OR DAMAGES OF ANY KIND SUSTAINED WHILE PREPARING FOR, PARTICIPATING IN AND/OR TRAVELING TO OR FROM ANY PRIZE- OR CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY INJURY, DAMAGE, DEATH, LOSS, OR ACCIDENT TO PERSON OR PROPERTY. FURTHERMORE, NO RESPONSIBILITIES ARE ACCEPTED FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR RE-ROUTING RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. EACH GRAND PRIZE WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER GUEST RELATED TO ANY CONTEST-RELATED ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE GUEST'S USE OF THE GRAND PRIZE.

By entering this Contest and accepting the Grand Prize, the Grand Prize winner (or the Grand Prize Winner's parent/legal guardian, as applicable) agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Prize- or Contest-related activity, including attendance at the Shear Genius Finale party. Grand Prize Winner understands and agrees that Sponsor has the right, in its sole discretion, to disqualify and remove the Grand Prize Winner and/or his/her guest from any activity at any time if the Grand Prize Winner's or guest's behavior at any point is disruptive or may or does cause damage to person, property or the reputation of Sponsor or otherwise violates the policies of the prize providers. Any Grand Prize Winner or guest who is an eligible minor, must be accompanied by his/her parent or legal guardian in connection with any travel to and/or attendance at any Prize- or Contest-related activity and, as applicable, the parent or legal guardian will be considered the allotted guest or one (1) of the allotted guests.

**JUDGING CRITERIA:**

All judging will be conducted by a panel of haircare experts selected by Sponsor, in its sole discretion, based on the following three criteria: (i) creativity/originality (34% of score); (ii) clarity of styling instructions (33% of score); and (iii) appropriateness (*i.e.*, whether style is possible in four simple steps) (33% of score). In the event of a tie, the entrant with the highest score in the creativity/originality of styling plan category will be the winner (and if there is still a tie, then the winner will be determined by reference to scores in each of the remaining categories, in turn).

**APPROXIMATE WINNER NOTIFICATION DATE:** Winners will be notified on or about August 15, 2008.

As a condition of entering this Contest, each entrant (or the entrant's parent/legal guardian, as applicable) agrees that, in addition to the uses and disclosures detailed in the [Brickfish Privacy Policy](#), Brickfish may share and disclose each entrant's Personal Information or Activity Information to Sponsor as appropriate in order to administer the Contest and/or award Contest Prizes.

**Please read carefully. To enter a campaign you must agree to these rules which create a contract between you, Sponsor and Brickfish.**

## **BRICKFISH®**

### **MASTER CAMPAIGN RULES**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

WINNERS ARE RESPONSIBLE FOR TAXES ON PRIZES AND MAY BE REQUIRED TO SIGN TAX-RELATED DOCUMENTS BEFORE RECEIVING A PRIZE.

PARTICIPANTS GRANT BRICKFISH AND SPONSOR A NON EXCLUSIVE LICENSE TO POST AND USE ANY AND ALL CONTENT SUBMITTED TO THE CAMPAIGN.

DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION.

#### **OVERVIEW:**

Highedge, Inc. d/b/a Brickfish (“**Brickfish**”) hosts campaigns on its own behalf and for various sponsors at <http://www.brickfish.com> (“**Contest Website**”). Members of Brickfish.com® can submit content to campaigns (“**Submissions**”) and share Submissions across the Internet. Brickfish.com users may view, review and vote on Submissions. As part of each campaign, Brickfish and/or sponsor may conduct one or more contests or sweepstakes. Details for each contest are described in a schedule to these Master Campaign Rules created for each contest. These Master Campaign Rules and the attached schedule (“**Schedule**”) with the contest rules constitute the official rules (“**Official Contest Rules**”) for the contest (“**Contest**”) described in the Schedule. All eligible Submissions to the campaign (“**Campaign**”) are automatically entered in the Contest. To be eligible for the Contest, Submissions must be received within the time period stated in the Schedule (“**Submission Period**”). In the event of a conflict between the Schedule and these Master Campaign Rules, the Schedule shall control. Campaigns are produced and administrated by Brickfish and sponsored by the sponsor (“**Sponsor**”) indentified in the Schedule. Winners of the Contest (“**Winner(s)**”) will win the prizes identified in the Schedule (“**Prizes**”).

#### **WHO MAY ENTER:**

Unless stated otherwise in the Schedule, Campaigns open to individuals who are registered members of Brickfish.com, at least 13 years old at the time of entry, have access to the Internet, are physically located in and residents of the fifty (50) United States, the District of Columbia or Canada (excluding the Province of Quebec), and meet all of the eligibility requirements listed in the Schedule. Participants may only enter contests as individuals and not as part of a group.

Employees, officers and directors of Brickfish and Sponsor (including individuals who have previously been employed by Brickfish or Sponsor within the past 12 months and 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 Contest, are ineligible to enter the Contest or win a Prize.

By participating in the Campaign, each participant represents and warrants that he or she meets the eligibility requirements and acknowledges that failure to meet all eligibility requirements will disqualify participant from the Contest.

### **HOW TO ENTER:**

THERE IS NO PURCHASE NECESSARY TO ENTER OR WIN AND A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. EXCESSIVE SPENDING BY ENTRANTS IN CONNECTION WITH SUBMISSIONS IS DISCOURAGED.

To participate in a Brickfish campaign you must go to Brickfish.com and register as a member. Registration is free and there is never a charge to register or participate. To enter a Brickfish campaign, navigate to the chosen campaign page on Brickfish.com. Click on the “Submit entry” tab and complete the information on the entry submission page. Upload an original photo, video, blog or other content as directed on the Campaign Details page and in the Schedule and click “submit”. **ONCE TRANSMITTED ALL SUBMISSIONS BECOME PART OF THE CAMPAIGN AND MAY NOT BE REMOVED BY THE ENTRANT, EVEN IF ENTRANT CEASES MEMBERSHIP OR WITHDRAWS FROM CONTEST CONSIDERATION.** All eligible Submissions to the Campaign will be an entry in the Contest (“Entry”). Unless otherwise stated in the Schedule, you may enter as many unique Entries as you wish but duplicate Entries will be disqualified and removed. Campaign Submissions that are not eligible for the Contest may remain part of the Campaign on Brickfish.com or may be removed at Brickfish and/or Sponsor’s sole discretion. All Entries must be received within the Submission Period stated in the Schedule and the Brickfish computer is the official time-keeping device for the Contest. All participants must affirm their agreement to the Official Contest Rules and the Brickfish Terms of Use prior to entering.

Brickfish and Sponsor may run multiple campaigns, contests or sweepstakes simultaneously. Unless stated in the Schedule, entry into one campaign, contest or sweepstakes does not constitute entry into any other.

All Entries that are in excess of the stated limits, late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Contest Rules will be disqualified from the Contest. Brickfish and Sponsor reserve the right to void all Entries made through any robotic, automatic, mechanically programmed or similar entry duplication method and to disqualify any individual using such a method. Brickfish, Sponsor and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered with, deleted, or invalid Entries. All Submissions become the physical property of Brickfish and Sponsor and will not be returned.

### CONTENT GUIDELINES

Submissions that do not meet the following “**Content Guidelines**” are subject to disqualification and/or removal, at Brickfish and Sponsor’s discretion:

- Submissions must comply with the [Brickfish Terms of Use](#) and the Official Contest Rules.
- Submissions must meet specifications or requirements called for in the Schedule, the Master Contest Rules and Campaign Details on the Contest Website.

Irrelevant Entries, as deemed irrelevant at the sole discretion of Brickfish and Sponsor, may be removed and/or disqualified from the Contest.

- Except for any Sponsor Content (defined below), Submissions must include only materials created by the participant and must not infringe on the intellectual property rights of any other person or entity. Sponsor and Brickfish do not permit the infringement of others' rights and any use of materials not original to the participant is grounds for disqualification from the Contest. Do not copy your favorite movie, book or photo or include materials, images, graphics, music or trademarks belonging to any third parties or incorporate the names, voices, likeness or personas of any party other than yourself in your Entry. Except as stated in the Schedule, Entries may not contain brand names, trademarks or company logos.
- Submissions must not include material that (a) is sexually explicit, indecent, obscene, unnecessarily violent, hateful, tortuous, defamatory, slanderous or libelous, (b) is derogatory, designed to harass or 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, (c) invades the privacy or publicity rights of any person, living or deceased, (d) is unlawful and/or (e) is disparaging to Brickfish and/or Sponsor or is inconsistent with the positive images and/or goodwill Brickfish and Sponsor have worked hard to create and wish to associate with their companies (at Brickfish and Sponsor's sole and absolute discretion).

### **USE OF SUBMISSIONS:**

**UPON TRANSMISSION TO BRICKFISH.COM SUBMISSIONS BECOME PART OF THE CAMPAIGN AND MAY NOT BE REMOVED BY PARTICIPANT, EVEN IF SUBMISSION OR PARTICIPANT ARE INELIGIBLE FOR THE CONTEST.** All Submissions are posted on Brickfish.com and/or Sponsor's website and are available to be viewed by anyone with access to the Internet. All Submissions remain on Brickfish.com in perpetuity or for as long as Brickfish deems appropriate to archive.

Upon submission, Sponsor and Brickfish will have the right to use all Submissions in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose in connection with the Campaign, Sponsor or Brickfish without additional compensation to the participant. Participants hereby irrevocably grant to Sponsor and Brickfish a perpetual, 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 universe in perpetuity. Participants hereby forever waive and relinquish all so-called "moral rights (droit moral)" now or hereafter recognized. Participants agree that Brickfish and Sponsor shall have sole discretion in determining the extent and manner of use of Submissions and are not obligated to use any Submission.

### **USE OF SPONSOR CONTENT:**

If the Schedule provides permission to use Sponsor content (“**Sponsor Content**”), participants are granted a non-exclusive, revocable, limited license to use the Sponsor Content, only in Submissions to the Campaign. Any other use of Sponsor Content is prohibited and may be grounds for disqualification.

### **YOUR USE OF YOUR SUBMISSIONS:**

Participants may post and distribute Submissions as they choose (e.g., on your websites and profile pages); provided, however, that if Submission includes Sponsor Content, any required copyright notices must be included and the license to use the Sponsor Content is subject to your strict compliance with the Official Contest Rules.

### **SELECTION OF WINNER:**

Within approximately one month from the expiration of the Submission Period (subject to extension by Sponsor), a team of judges (as indicated in the Schedule) (“**Judges**”) assembled by Brickfish and/or Sponsor, will review and judge all eligible Entries based on overall artistic merit of the work, using either the following ranking criteria: 50% creativity; 50% originality or other criteria as set forth in the Schedule. The participants selected by the Judges, at their sole discretion, will be Winner(s), subject to confirmation of eligibility and compliance with the Official Contest Rules. In the event of a tie that the Judges cannot resolve, the Sponsor will apply the same judging criteria to determine the Winner(s).

Winners may also be determined by voting on Brickfish.com. Brickfish.com users can view, vote or review all Campaign Submissions. Unless otherwise stated in the Schedule only one (1) vote per person, per day, per Submission, is allowed and entrants may only vote for their own Submission once during the duration of the Campaign. Voting, viewing and reviewing activity is weighted and calculated by Brickfish’s proprietary automated scoring system and each Submission is given a resulting score. In accordance with the Schedule, the Entry with the highest score may be declared the Winner or the Winner may be selected by Judges (based on the ranking criteria above or other criteria as set forth in the Schedule) from among the highest scoring Entries.

Winners may also be selected based on viral activity on the Internet. The “Most Viral Winner” is the participant who submits the Entry that gets the most attention across the Internet on sites other than Brickfish.com. In order to be eligible for Most Viral, entrants must use the “Post to Websites” or “Embed” tools on Brickfish.com to spread their Entries across the Internet to other sites, including, but not limited to, Facebook, MySpace, myYearbook, Friendster, LiveJournal, Tagged, AIM, Hi5, Yahoo 360 and Xanga (subject to change at Brickfish’s sole discretion). Viral activity related to the Entry is tracked by Brickfish’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. In accordance with the Schedule, the Most Viral Entry may be declared the Winner, or the Winner may be selected by Judges (based on the ranking criteria above or other criteria as set forth in the

Schedule) 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 Schedule will indicate which of the selection methods will be used to select the Winner.

Sponsor and Brickfish have complete discretion over interpretation of the Official Contest Rules, administration of the Contest, and selection of the Winners. Decisions of the Sponsor and Brickfish as to the administration of the Contest, interpretation of the Official Contest Rules and the selection of the Winner(s) will be final.

**PRIZES:**

The Prize(s) to be awarded in this Contest are described in the Schedule. To claim a prize, you must provide your correct name, mailing address, telephone number, social security number, and email address. Neither Brickfish nor Sponsor will replace any lost or stolen Prizes. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. In the event that Sponsor is unable to provide the Winner with the Prize, the Sponsor may elect, at the Sponsor's sole and absolute discretion, to provide Winner(s) with the approximate value of such item in cash or award an alternate prize of comparable or greater value. All Prizes are awarded "AS IS" and without warranty of any kind, express or implied, (including without limitation, any implied warranty of merchantability or fitness for a particular purpose). Prizing may be fulfilled by a third party; please allow 5-7 weeks for Prize delivery. Prizes will only be shipped to the 50 United States, the District of Columbia or Canada (excluding the Province of Quebec).

Participants acknowledge that some winning Submissions will be publicly displayed, performed, broadcast, duplicated, manufactured, provided for sale, etc., and participants agree that no additional agreement or consent of the participant will be necessary. The sole compensation to the Winner will be the Prize and no additional compensation will be due or paid as a result of the Entry being used as stated in the Schedule.

Winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prize(s) they receive may be required to sign tax documents, file a Form 1099 with the IRS and pay taxes on the value of the Prize.

**TRAVEL PRIZES:**

Unless otherwise stated in the Schedule, all Travel Prize Winners must be 18 years or older at the time of entry. All travel and accommodations are subject to availability. Sponsor may, at its election, assist Winners in arranging related transportation and/or accommodations and if so, has the right to use any cash portion of the Prize to cover such expenses. 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 Sponsors' sole discretion. Travel is subject to the terms and conditions set forth in the Schedule and to the following: only from and to major airports served by the carrier providing the ticket(s); subject to all carrier restrictions, requirements, rules, regulations, policies, service charges, taxes, black out dates, advance ticketing requirements; and not transferable or redeemable for cash, credit or substitute. All costs and expenses not specified herein, including meals, gratuities, ground transportation, taxes, personal incidentals and all other expenses are the sole responsibility of Winner. If

a Travel Prize is for a specified time period or event and the Winner is unable to travel on dates specified by Sponsor, their Prize may (in Sponsor's sole discretion) be forfeited and an alternate Winner may be selected by Sponsor. If an alternate Winner cannot be verified in time to meet advance booking requirements or other restrictions, the travel portion of the Prize may remain unawarded and no substitute Prize awarded. Sponsor is not responsible if specified Prize event is delayed, postponed or cancelled for any reason, in which event that portion of the Prize is forfeited in its entirety and no substitution will be provided, except as in Sponsors' sole discretion. No refund or compensation will be made in the event of the cancellation or delay of any event or flight, or failure of Winner to complete travel. Sponsors will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Unless otherwise stated in the Schedule, if Prize includes travel for companions, such companions must be eighteen (18) years of age or older as of the date of departure (unless child of Winner) and must travel on same itinerary and at the same time as the Winner. Travel companion may be required to complete a liability release prior to travel.

**WINNER NOTIFICATION, ELIGIBILITY AND PRIZE CLAIMING:**

Each Winner will be notified within approximately one month of the Contest judging. To the extent permitted under applicable law, Winners may be required to sign and return, an Affidavit of Eligibility, a Liability Release, a Publicity Release and other documentation that Sponsor and/or its affiliated parties may require ("**Prize Acceptance Documents**"). Parents or legal guardians of Winners under the age of majority in their state of residence (18 in most states but 19 in Alabama and Nebraska and 21 in Mississippi) may be required to also sign the Prize Acceptance Documents, in order for Winner to receive the Prize.

When a Winner is contacted, he/she will have a stated period of time within which to respond to the notification. If the participant fails to return the notification within the stated time period he/she will be disqualified, his/her prize will be 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 Contest 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 using the same criteria used to select the original Winner. Neither Brickfish nor Sponsor will have liability for any Winner notification that is lost, damaged, intercepted or not timely received or returned by the potential Winner for any reason.

Winners may be required to submit to a background check in order to accept Prizes. Brickfish and/or Sponsor reserve the right to disqualify any individual whose background check reveals information that is inconsistent with the positive images and/or goodwill to which Brickfish and/or Sponsor wish to associate (which may be determined by Brickfish

and/or Sponsor, at their sole and absolute discretion).

**PUBLICITY RELEASE:**

Subject to applicable law, Winners irrevocably grant Sponsor and Brickfish the right to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with Brickfish, Campaign and/or Contest, in all forms of media (now and hereafter known), worldwide in perpetuity, without any obligation or consideration except for the awarding of the Prize to the Winner. Participants agree not to issue any publicity concerning Brickfish or Sponsor.

**REPRESENTATIONS AND WARRANTIES:**

Each participant represents and warrants that he or she has read, understands and will adhere to these Official Contest Rules. Participants further represent and warrant that Submissions and all elements therein (except Sponsor Content): (1) are wholly original work of the participant; and (2) will not infringe or violate any personal rights (e.g., defamation, privacy, false light, etc.) or any property rights (e.g., copyright, trademark, right to ideas, etc.) of any person or entity. Each participant represents and warrants that he or she is a legal resident of the fifty (50) United States, the District of Columbia or Canada (excluding the Province of Quebec), and is at the time of entry, of the age specified in the Schedule. Each participant further represents and warrants that he or she has the right to agree to and fully perform consistent with these Official Contest Rules and no consent of any third parties is required to grant the rights hereunder. Participants agree to defend, indemnify and hold Brickfish and Sponsor, their parents and each of their respective successors, assigns and licensees, harmless from and against any third party claim relating to any breach of any representation, warranty or covenant made by such participant in connection with his or her participation in Campaign activities.

**TAMPERING WITH CONTEST:**

Brickfish and Sponsor are not responsible for the actions of participants in connection with the Contest, including participants' attempts to circumvent the Official Contest Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Contest. Persons found tampering with or abusing any aspect of this Contest, or whom Brickfish or Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Additionally, any attempt to cheat the Contest, as determined at the sole discretion of Brickfish and 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. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, BRICKFISH AND SPONSOR RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST

EXTENT PERMITTED BY LAW. Brickfish and Sponsor reserve the right, at their sole and absolute discretion, to disqualify any individual who is found to be, or suspected of, acting in violation of these Official Contest Rules, or to be acting in an un-sportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

**RELEASES, WAIVERS AND DISCLAIMERS:**

By entering the into the Campaign, participants agree to release, discharge and hold harmless Brickfish, Sponsor and each of their parents, subsidiaries, affiliates, agents representatives, retailers, and advertising and promotion agencies, and each of their respective directors, officers, employees, agents, successors and assigns (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 Campaign or any portion thereof, or the acceptance, use/misuse or possession of Prizes (including, without limitation, liability for any property loss, damage, personal injury or death, violation of rights of publicity or privacy, or claims of defamation or portrayal in a false light; or based on any claim of infringement of intellectual property). Participants agree and that the Released Parties shall have no responsibility or liability for 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 Brickfish or Sponsor; interruption or inability to access Contest Website or Sponsor or affiliated entities’ 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 the Released Parties. Each participant further agrees to indemnify and hold harmless Released Parties 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 Released Parties and hereby acknowledge that 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. Participants understand and agree that the Released Parties maintain no control over the personnel, equipment or operation of any air, water or surface carrier, ship line, bus or limousine company, transportation company, hotel, restaurant, Prize supplier or other person or entity furnishing services, products or accommodations (“**Vendors**”) as a part of the Prize, and will not be responsible or liable for any injury, damage, loss, expense, accident, delay, inconvenience or other irregularity that may be caused or contributed to: (1) by the wrongful, negligent or unauthorized act or omission on the part of the Vendors or any of their agents, servants, employees or independent contractors, (2) by any defect in or failure of any vehicle, equipment, instrumentality, service, product or accommodation that is owned, operated, furnished or otherwise used by any of those Vendors, (3) by the wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of the Released Parties, and (4) by any cause, condition or event whatsoever beyond the control of the Released Parties. The releases hereunder are intended to apply to all claims not known or suspected to exist with the intent of waiving the effect of laws requiring the intent to release future unknown claims.

### **SUSPENSION / MODIFICATION / TERMINATION:**

In the event Brickfish or Sponsor is prevented from continuing with the Contest by any event beyond their control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared) or any federal state or local government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within their control (each a “**Force Majeure**” event or occurrence), Brickfish and Sponsor shall have the right to modify, suspend or terminate the Contest. Brickfish and Sponsor reserve the right to modify, suspend or terminate the Contest (including, without limitation, make changes to these Contest Rules) without notice or by posting a notice on <http://www.brickfish.com>, in their sole and absolute discretion, including, but not limited to, if in their sole and absolute discretion, it is determined that the Contest is technically impaired or corrupted or that fraud or technical problems, failures or malfunctions or any Force Majeure event(s) has destroyed or severely undermined or impaired the integrity and/or feasibility of the Contest. Brickfish and Sponsor and Producer will have the authority to extend the Submission Period by posting notice thereof on the Contest Website. All Participants must check the Contest Websites regularly to determine if there have been any changes made to the Official Contest Rules, the Contest or the Prize(s).

### **GOVERNING LAW / LIMITATION OF LIABILITY:**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW. All federal, state and local laws and regulations apply. By participating, participants agree to be bound by the Official Contest Rules, the Brickfish Terms of Use, and the decisions of the Brickfish, Sponsor and Judges which are final and binding in all respects. The Contest will be construed and evaluated only according to United States law. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Contest Rules or the rights and obligations of Participants, Brickfish, Sponsor or the Released Parties in connection with the Contest will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws.

BY ENTERING THE CAMPAIGN, PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE CAMPAIGN OR CONTEST, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION; (2) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED, (IF ANY), NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), BUT IN NO EVENT WILL ATTORNEYS’ FEES BE AWARDED OR RECOVERABLE; (3) UNDER NO CIRCUMSTANCES WILL ANY PARTICIPANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND PARTICIPANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT-OF-POCKET EXPENSES NOT TO EXCEED TWO HUNDRED FIFTY DOLLARS (\$250.00), AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (4) PARTICIPANT’S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND PARTICIPANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO

NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.

**DISPUTES / ARBITRATION:**

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.

EACH PERSON WHO PARTICIPATES IN THE CAMPAIGN IRREVOCABLY AGREES THAT ANY DISPUTE(S) WILL BE RESOLVED SOLELY BY BINDING ARBITRATION BEFORE A SOLE ARBITRATOR, WITH EXPERIENCE IN ADVERTISING OR PROMOTION AND ENTERTAINMENT LAW, UNDER THE RULES AND REGULATIONS OF THE AMERICAN ARBITRATION ASSOCIATION ("AAA"); PROVIDED, HOWEVER, THAT NOTWITHSTANDING THE PARTIES' DECISION TO RESOLVE ANY AND ALL DISPUTES ARISING UNDER THIS CAMPAIGN THROUGH ARBITRATION, BRICKFISH AND SPONSOR MAY (1) SEEK TO OBTAIN INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF FROM A COURT TO ENFORCE THE PROVISIONS OF THESE OFFICIAL RULES; (2) BRING AN ACTION IN COURT TO PROTECT AND INTERPRET SPONSOR'S INTELLECTUAL PROPERTY RIGHTS; AND/OR (3) BRING AN ACTION TO ENFORCE THE DECISION OF THE ARBITRATOR BEFORE ANY COURT WITH APPLICABLE JURISDICTION. The arbitration will be held in San Diego, California. The arbitrator will apply the substantive laws of the state of California, will issue a written decision and will have the power to award any legal remedies except as limited by these Official Contest Rules. The parties will split the arbitrator's fee; provided, however, if applicable law requires Brickfish or Sponsor to pay the arbitrator's fee in order for the arbitration provision to be enforceable, Brickfish and Sponsor shall have the discretion to elect to pay such fees and proceed to arbitration. Judgment upon the arbitration award may be entered in any court having jurisdiction thereof. This arbitration provision shall be deemed to be self-executing, and in the event that any party fails to appear to any properly noticed arbitration proceeding, an award may be entered against such party notwithstanding said failure to appear. In no event shall any participant seek or be entitled to rescission, injunctive or other equitable relief or to enjoin or restrain the operation of this Contest or Campaign (or any website connected therewith) or exploitation of any Submission.

**MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Contest Rules or the Prize Acceptance Documents will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Contest Rules or the Prize Acceptance Documents is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Brickfish or Sponsor's failure to enforce any term of these Official Contest Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Contest Rules. Headings are solely for convenience of reference and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**LIST OF WINNERS:**

A Winners' list will also be posted on [www.brickfish.com](http://www.brickfish.com) for at least ninety (90) days after Winners are selected.

**IDENTIFICATION OF ADMINISTRATOR:**

This Contest is produced by Brickfish, 6165 Greenwich Drive, Suite 320, San Diego, California 92122 and sponsored by the Sponsor set forth in the Schedule.

**PRIVACY POLICY:**

Information collected from entrant is subject to Brickfish.com's [Privacy Policy](#). By entering the Campaign, you accept Brickfish's Privacy Policy as posted on Brickfish.com. Information provided in a Sponsor opt-in will be provided to Sponsor and used in accordance with Sponsor's Privacy Policy, if applicable. Any requested opt-in consent is not required and will not increase your chances of winning. In the event of a conflict between the Official Contest Rules and Brickfish's Terms of Use and/or Privacy Policy, these Official Contest Rules will govern.

**///END MASTER CAMPAIGN RULES///**

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