

Please read carefully. To enter the Contest (as defined below) you must agree to these Official Contest Rules, which create a contract between you, Saks and Brickfish.

SAKS FIFTH AVENUE /THEORY “WHAT’S YOUR THEORY ON STYLE” CONTEST

OFFICIAL CONTEST 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 SAKS A NON-EXCLUSIVE LICENSE TO POST AND USE ANY AND ALL CONTENT SUBMITTED IN CONNECTION WITH THE CONTEST.

DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION.

SUBMISSION PERIOD: The Saks Fifth Avenue (“Saks” or “Saks Fifth Avenue”) / Theory in-store and online “What’s Your Theory on Style?” contest (the “Contest”) begins April 14th, 2008 12:00 AM PST and ends on May 12, 2008 11:30 PM PST.

HOW TO ENTER:

Saks Fifth Avenue and Theory invite you to share your theory on style by creating and submitting an entry in this Contest (each, an “Entry”) in which you describe your theory on style. You can enter the Contest in two ways: online at www.saks.com or in person at the Saks Fifth Avenue department stores identified below during the special one-day only in-store events that will occur on the dates specified below. Both methods of entry are described below.

IN STORE ENTRY: Saks will host five (5) one-day in-store events on the following dates and at the following Saks Fifth Avenue store locations:

- (1) April 17, 2008 from 3 pm to 7 pm at Saks Fifth Avenue, 611 5th Avenue New York, NY 10022,
- (2) April 24, 2008 from 4 pm to 8 pm at Saks Fifth Avenue 9700 Collins Avenue Bal Harbour, FL 33154,
- (3) April 24, 2008 from 2 pm to 7 pm at Saks Fifth Avenue Prudential Center Boston, MA 02199
- (4) April 26, 2008 from 2 pm to 5 pm at Saks Fifth Avenue South Coast Plaza 3333 Bristol Street Costa Mesa, CA 92626, and
- (5) April 26, 2008 from 1 pm to 6 pm at Chicago Saks Fifth Avenue 700 North Michigan Avenue Chicago, IL 60611

Each attendee at the in-store events will have the opportunity to create a video Entry (each, an “in-store Entry”) by allowing Saks to record him or her explaining his or her theory on style. Saks will determine how much time each person will be given to record their In-Store video based on the number of people attending the event. Entry may not exceed 30 seconds in length. All in-store Entries will be available on Brickfish.com for viewing, reviewing, voting on and sharing within 72 hours of the end of the applicable in-store event. Saks will upload Video Entries to the Saks/Theory in-store events profiles at Brickfish.com and www.saks.com. To see your video online go to www.saks.com/theoryentries and locate your in-store Entry in the Saks’ profile for the event attended. At the time of entry, each in-store participant must completely fill out an official entry form, which will require the participant to indicate

his/her agreement to these Official Rules. Attendees will be permitted to create an Entry video at the in-store events on a first come, first served basis.

Only one in-store Entry per person. In-store participants will be eligible for the In-Store Grand Prize, the High Score Prize and Most Viral Prize.

In order to compete for the High Score and Most Viral prizes, in-store participants can go to Brickfish.com or www.saks.com/theoryentries to locate their in-store entry and share it (via IM or website postings) in order to increase their vote score or viral ranking. See Judging and Selection of Winners below.

ONLINE ENTRY: If you are not already a registered member of Brickfish.com, you must become a registered member to enter this Contest online. Registration is free and there is never a charge to register or participate. To enter online, go to Brickfish.com and log in or register and log in from the Brickfish iFrame on Saks.com. After you log in, navigate to the Saks/Theory Contest page and follow the instructions to create and upload a PHOTO or VIDEO with a detailed description (up to 100 words) explaining your theory on style (each, an “online Entry”). Next, click on the “Submit Entry” tab and complete the information on the entry submission page. When you have completed the information, hit the “submit your entry” button.

Each online Entry may not exceed 30 seconds in length. Longer videos will be judged solely on the first 30 seconds. Videos may not exceed 100 MB and photos must not exceed 4MB.

Online participants will be eligible for the Online Grand Prize, the High Score Prize and Most Viral Prize.

You may enter as many unique online Entries as you wish (and you may also enter via both the in-store entry and online entry methods) but duplicates will be removed.

ALL ENTRIES MAY BECOME PART OF THE CONTEST (AND MAY BECOME PART OF THE BRICKFISH CAMPAIGN AS DEFINED ON BRICKFISH.COM) AND MAY NOT BE REMOVED BY THE PARTICIPANT, EVEN IF PARTICIPANT CEASES MEMBERSHIP OR WITHDRAWS FROM CONTEST CONSIDERATION.

All eligible Entries are automatically entered in the Contest. To be eligible for the Contest, Entries must be received within the stated Submission Period and meet all requirements detailed in these Official Rules. The Brickfish computer is the official time-keeping device for the Contest.

Entries that are not eligible for the Contest may remain on the Brickfish.com and/or www.saks.com websites (and be available for viewing, reviewing, voting on and sharing) or may be removed at Brickfish and/or Saks’s sole discretion. All participants must affirm their agreement to the Official Contest Rules and the Brickfish Terms of Use prior to entering. Online participants must click to accept the Official Contest Rules and the Brickfish Terms of Use prior to submitting their Entry, and in-store participants must, at the time of entry, sign a release indicating their acceptance of the Official Contest Rules and the Brickfish Terms of Use.

JUDGING AND SELECTION OF WINNERS:

IN-STORE:

IN-STORE GRAND PRIZE WINNER. Within approximately one month after the end of the Contest, a panel of judges (“Judges”) assembled by Saks, will review and judge eligible in-store Entries based on overall artistic merit of the work, using the following criteria: 50% creativity; 50% originality. The

Judges, at their sole discretion, shall select one in-store participant who will be the In-Store Grand Prize Winner, subject to confirmation of eligibility and compliance with these Official Contest Rules. In the event of a tie that the Judges cannot resolve, a representative chosen by Saks will apply the same judging criteria to determine the In-Store Grand Prize Winner.

ONLINE:

ONLINE GRAND PRIZE WINNER. Within approximately one month after the end of the Contest, the Judges, will review and judge all eligible online Entries based on overall artistic merit of the work, using the following criteria: 50% creativity; 50% originality. The Judges, at their sole discretion, shall select one online participant who will be the Online Grand Prize Winner, subject to confirmation of eligibility and compliance with these Official Contest Rules. In the event of a tie that the Judges cannot resolve, a representative chosen by Saks will apply the same judging criteria to determine the Online Grand Prize Winner.

IN-STORE and ONLINE:

HIGH SCORE WINNER. Internet users can visit Brickfish.com or www.saks.com and view, vote or review all Contest Entries. Only one (1) vote per person, per day, per Entry, is allowed. Online participants may only vote for their own Entries once during the duration of the Contest. Voting, viewing and reviewing activity is weighted and calculated by Brickfish's proprietary automated scoring system, and each Entry is given a resulting score. The Judges will review the 50 Entries receiving the highest scores and choose, from among those Entries, one (1) High Score Winner based on the following criteria : 50% creativity; 50% originality. The Top 50 highest scoring Entries shall include online and in-store Entries in proportion to the number of online and in-store Entries received.

MOST VIRAL WINNER. During the Submission Period, Internet users may use the "Post to Websites" or "Embed" tools on Brickfish.com to create viral activity for the Entries, and to spread the Entries across the Internet to sites other than Brickfish.com, including, but not limited to, Facebook, MySpace, myYearbook, Friendster, LiveJournal, Tagged, AIM, Hi5, Yahoo 360, Xanga and more. Viral activity related to each Entry is tracked by Brickfish's proprietary automated viral ranking system, and a viral "ranking" will be given to each Entry. Several factors are considered in the viral rankings including the number of sites an Entry is posted to, the number of unique viewers of the Entry, and the number of Internet users who have shared the Entry. The Judges will review the 50 Entries with the highest viral rankings and choose, from among those Entries, one (1) Most Viral Winner based on the following criteria: 50% creativity; 50% originality. Brickfish and Saks reserve the right to disqualify participants for any viral activity deemed inappropriate (including spamming and posting to disreputable Internet sites) by Saks or Brickfish, at their sole discretion. The top fifty Most Viral Entries may be featured in the Contest Statistics area on the Contest Entries page. [Learn about Most Viral.](#)

The In-Store Grand Prize Winner, Online Grand Prize Winner, High Score Prize Winner and Most Viral Prize Winner may be referred to herein each as a "Winner," and collectively as the "Winners."

Saks and Brickfish have complete discretion over interpretation of the Official Contest Rules, administration of the Contest, and selection of the Winners. Decisions of the Judges, Saks 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.

PRIZE(S):

In-Store Grand Prize: One (1) winner, selected by the Judges from all In-Store Entries, will win \$2,000 credit to spend exclusively on a Theory wardrobe.

Online Grand Prize: One (1) winner, selected by the Judges from all Online Entries, will win \$2,000 credit to spend exclusively on a Theory wardrobe.

High Score Prize: One (1) winner, selected by the Judges from among the 50 highest scoring Entries, will win \$1,000 credit to spend exclusively on a Theory wardrobe.

Most Viral Prize: One (1) winner, selected by the Judges from among the 50 Most Viral Entries, will win \$1,000 credit to spend exclusively on a Theory wardrobe.

The In-Store Grand Prize, Online Grand Prize, High Score Prize and Most Viral Prize may be referred to herein each as a “Prize,” and collectively as the “Prizes.”

WHO MAY ENTER:

The Contest is open to individuals who are, at least 18 years old at the time of entry, have access to the Internet and are physically located in and residents of the fifty (50) United States or the District of Columbia. Participants may only enter Contest as individuals and not as part of a group.

Employees, officers and directors of Brickfish, Saks, and Theory (including individuals who have previously been employed by Brickfish, Saks or Theory 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 Contest, are ineligible to enter the Contest or win a Prize.

By participating in the Contest, 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.

USE OF ENTRIES:

UPON TRANSMISSION TO BRICKFISH.COM, ENTRIES BECOME PART OF THE CONTEST (AND MAY BECOME PART OF THE BRICKFISH CAMPAIGN AS DEFINED ON BRICKFISH.COM) AND MAY NOT BE REMOVED BY PARTICIPANT, EVEN IF ENTRY OR PARTICIPANT ARE INELIGIBLE FOR THE CONTEST. All Entries are posted on Brickfish.com, may be accessible through Saks’s website and are available to be viewed by anyone with access to the Internet. All Entries remain on Brickfish.com in perpetuity or for as long as Brickfish deems appropriate to archive.

Upon submission, Saks and Brickfish will have the right to use all Entries in merchandising, advertising, marketing or promotion or for any other commercial or non-commercial purpose in connection with the Contest, Saks or Brickfish, without additional compensation to the participant. Participants hereby irrevocably grant to Saks 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 Entries, 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 Saks shall have sole discretion in determining the extent and manner of use of Entries and are not obligated to use any Entry.

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 Saks 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, Saks and affiliated entities are not responsible for lost, misdirected, misplaced, stolen, tampered

with, deleted, or invalid Entries. All Entries become the physical property of Brickfish and Saks and will not be returned.

CONTENT GUIDELINES

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

- Entries must comply with the [Brickfish Terms of Use](#) and these Official Contest Rules.
- Entries must meet specifications or requirements called for in these Official Contest Rules. Saks and/or Brickfish, at their sole discretion may remove or disqualify any Entries at any time from the Contest.
- Entries must include only original materials created by the participant and must not infringe on the intellectual property rights of any other person or entity. Saks 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. Entries may not contain brand names, trademarks or company logos.
- Entries 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 Saks or is inconsistent with the positive images and/or goodwill Brickfish and Saks have worked hard to create and wish to associate with their companies (at Brickfish and Saks’s sole and absolute discretion).
- Brickfish moderates content in compliance with the Digital Millennium Copyright Act. See here for [Brickfish’s DMCA Policy](#).

CLAIMING PRIZES:

To claim a Prize, you must provide your correct name, mailing address, telephone number, social security number, and email address. Neither Brickfish nor Saks will replace any lost or stolen Prizes. Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Saks’s sole and absolute discretion. In the event that Saks is unable to provide the Winner with the Prize, Saks may elect, at Saks’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 and the District of Columbia.

Participants acknowledge that some Entries will be publicly displayed, performed, broadcast, duplicated, manufactured, etc., and participants agree that no additional agreement or consent of the participant will be necessary.

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.

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 Saks 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 Saks’s sole discretion using the same criteria used to select the original Winner. Neither Brickfish nor Saks 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 Saks 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 Saks wish to associate (which may be determined by Brickfish and/or Saks, at their sole and absolute discretion).

PUBLICITY RELEASE:

Subject to applicable law, Winners irrevocably grant Saks and Brickfish the right to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with Saks, Brickfish 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 Saks.

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 Entries and all elements therein: (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 and the District of Columbia, and is at the time of entry, eighteen years old or older. 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 Saks, 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 Contest activities.

TAMPERING WITH CONTEST:

Brickfish and Saks are not responsible for the actions of participants in connection with the Contest, including participants' attempts to circumvent these 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 Saks 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 Saks, may result in immediate disqualification of the participant, 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 SAKS 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 Saks 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 Contest, participants agree to release, discharge and hold harmless Brickfish, Saks 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 Contest 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 Saks; interruption or inability to access Contest Website or Saks 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 Contest; 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 Contest 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 Saks 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 Saks shall have the right to modify, suspend or terminate the Contest. Brickfish and Saks 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 Saks 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 these Official Contest Rules, the Brickfish Terms of Use, and the decisions of Brickfish, Saks 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, Saks 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 New York, 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 CONTEST, PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE 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 CONTEST 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 CONTEST THROUGH ARBITRATION, BRICKFISH AND SAKS 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 SAKS’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 New York, New York. The arbitrator will apply the substantive laws of the state of New York, 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 Saks to pay the arbitrator’s fee in order for the arbitration provision to be enforceable, Brickfish and Saks 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 enjoy or restrain the operation of this Contest (or any website connected therewith) or exploitation of any Entry.

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 Saks’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 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 Saks.

IDENTIFICATION OF SPONSOR:

This Contest is sponsored by Saks Fifth Avenue 12 E, 49th St. New York, NY 10017. The Contest is not endorsed by, approved by, nor affiliated with Facebook, MySpace, myYearbook, Friendster, LiveJournal, Tagged, AIM, Hi5, Yahoo 360 or Xanga.

PRIVACY POLICY:

Information collected from online participant is subject to Brickfish.com's [Privacy Policy](#). By entering the Contest, you accept Brickfish's Privacy Policy as posted on Brickfish.com. Information provided in a Saks opt-in or to Saks directly will be used in accordance with Saks's Privacy Policy located via a link at www.saksfifthavenue.com/Entry.jsp. 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 CONTEST RULES///

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