

## SCHEDULE TO BRICKFISH MASTER CAMPAIGN RULES

### CONTEST RULES

**NAME OF CONTEST:** Are You the Next Beauty Guru?

**SPONSOR:** This Contest is sponsored by Smashbox Cosmetics with offices located at 8538 Warner Drive, Culver City, California 90232. It is co-sponsored by Sephora USA, INC with offices located at 525 Market Street, 32nd floor, San Francisco, California 94133.

**SUBMISSION PERIOD:** Round 1 of the Contest begins on or about 2:00 PM Pacific Time ("PT") May 2, 2008 and ends 11:30 PM PT on June 20, 2008.

Round 2 of the Contest begins on or about 12:00 AM PT June 25, 2008 and ends 11:30 PM PT on July 15, 2008.

Sponsor may extend Submission Period in its sole discretion.

### HOW TO ENTER:

#### ROUND 1

**Online:** Go to <http://www.smashbox.com/beautyguru>, <http://www.sephora.com/win/beautyguru> or Brickfish.com and register or log in. Smashbox Cosmetics and Sephora are on the hunt for the next beauty guru with a winning personality and amazing vision for a new beauty product! Got a fresh idea that's sure to be the next beauty must-have? We want to see it! Create a video, develop a commercial or submit a blog with photos showcasing your superstar personality and product idea. Submit it online to the Are You the Next Beauty Guru? Campaign and you could win! You may enter as many unique entries as you wish but duplicates will be removed.

**In-Store:** Smashbox and Sephora will host one (1) in-store launch event on May 8, 2008 at the Sephora Hollywood & Highland store located at 6801 Hollywood Boulevard, Hollywood, CA 90028. Attendees at the in-store event will have the opportunity to have their entry video taped by Sephora and Smashbox. The Smashbox and Sephora panel will select ten (10) finalists from the launch event to be eligible for consideration to advance to Round 2. If the attendee agrees to have their video entered in the Campaign, Smashbox and Sephora will give the entrant a CD with their video entry. Finalists are responsible for creating a profile on <http://www.smashbox.com/beautyguru>, <http://www.sephora.com/win/beautyguru> or Brickfish.com and submitting their entry into the Are You the Next Beauty Guru? Campaign. Only one in-store entry per person.

The Smashbox and Sephora panel will select the 'Top 10 Round 1 Entries', from among the top 100 highest scoring online entries and the 10 selected in-store finalists. From those 110 entries, the 'Top 10 Round 1 Entries' will advance to Round 2 of the Are You the Next Beauty Guru? Campaign.

#### ROUND 2

The 'Top 10 Round 1 Entries' selected by the Smashbox and Sephora panel will advance to Round 2. The Smashbox and Sephora panel will select their favorite entry from the top three (3)

entries that receive the highest vote score during Round 2 voting and will be the Grand Prize winner and named the Smashbox Beauty Guru (upon verification).

**AGE AND OTHER ELIGIBILITY:** Contest is open to members of Brickfish.com who are legal residents of the fifty (50) United States or the District of Columbia and 18 years or older, at the time of entry.

**PRIZE(S):**

**ROUND 1:**

**Top Ten (10):** The Top 10 Round 1 Entries, chosen by the Smashbox and Sephora panel, will each win a Smashbox Swag Bag (\$500 of Smashbox Cosmetics) and will advance to Round 2. (\$500 / ARV each)

**Most Viral (5):** Five winners, selected by the Smashbox and Sephora panel from the top 100 most viral entries, will become Smashbox ambassadors and will each receive (i) The Ultimate Smashbox Swag Bag including \$1,000 of Smashbox Cosmetics and (ii) 1 year of Smashbox Cosmetics product launch press kits (including new Smashbox beauty products) to pass on the news about new Smashbox products to their network of friends. (\$2,000 ARV each). [Learn about Most Viral.](#)

**ROUND 2:**

**Grand Prize (1):** One winner, chosen by the Smashbox and Sephora panel from the top three (3) entries that receive the highest vote score during Round 2 voting will be named the Smashbox Beauty Guru (upon verification) and receive \$5,000 of Smashbox Cosmetics, an all-expenses-paid trip for two (2) to Los Angeles on August 3, 2008 for a 1 week apprenticeship at Smashbox Cosmetics to design the official Smashbox Fashion Week Makeup Palette and an all-expenses-paid 3-day trip for two (2) to Los Angeles to attend Mercedes-Benz Fashion Week in March 2009 for the debut of their Smashbox palette. In addition the Smashbox Fashion Week Makeup Palette designed by the winner will be produced by Smashbox, sold exclusively at Sephora and featured in the Sephora catalog. (\$10,000 ARV)

**CONTENT GUIDELINES/ISSUES:** Entries must be original idea and work of the participant. Video entries must be no longer than 2 minutes. Blog entries must be no more than 1,000 words. Any entry that violates the copyright protection or other intellectual property rights of third parties, or the Brickfish Terms of Use will be disqualified and removed.

Information provided in the e-mail opt in will be provided to the Sponsors at the end of the campaign and used in accordance with the Sponsor's Privacy Policy: Smashbox's [Privacy Policy](#) and / or Sephora's [Privacy Policy](#).

**JUDGING CRITERIA:** Submissions for Round 1 will be judged by the Smashbox and Sephora panel who will evaluate each eligible Submission based on the following criteria: 50% on originality and 50% on creativity and personality of presentation.

Submissions for Round 2 will be judged by the Smashbox and Sephora panel who will evaluate each eligible Submission based on the following criteria: 50% vote score and 50% on creativity and personality of presentation. All judging will fall to the personal tastes of the Judges and all decisions are final.

**APPROXIMATE WINNER NOTIFICATION DATE:** The Top Ten (10) Winners, selected by the Smashbox and Sephora panel from Round 1, will be notified on or about June 24, 2008.

The Grand Prize winner will be notified on or about July 18, 2008.

The winners of the Most Viral category will be notified on or about July 25, 2008.

**OTHER DETAILS:** This Contest is governed by the Brickfish Master Campaign Rules which are attached and incorporated herein by this reference.

[Click here](#) to view Are You the Next Beauty Guru Official Sweepstakes Rules.

**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 the 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 are 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 the 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 THE 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 or otherwise as Sponsor or Brickfish may determine, all without additional compensation to the participant. Each participant hereby irrevocably grants 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 each 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 for non-commercial purposes 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), in its sole discretion.

Winners may also be determined by voting on Brickfish.com. Brickfish.com users can view, vote or review all 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 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. Winners may be required to sign tax documents 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 the Prize includes travel for companions, such companions must be eighteen (18) years of age or older as of the date of departure (unless a child of the 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 a winner fails to return the notification within the stated time period he/she will be disqualified, the 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, the Campaign and/or the 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 and each of their respective parents, officers, directors, employees, agents, 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 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.

Participants understand and agree that all rights under Section 1542 of the Civil Code of California (“**Section 1542**”) and any similar law of any state or territory of the United States that may be applicable are hereby expressly and forever waived. Section 1542 provides that: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH, IF KNOWN BY HIM MUST HAVE MATERIALLY AFFECTED HIS SETTLEMENT WITH THE DEBTOR.”

### **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. For any reason or no reason, Brickfish and Sponsor 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.

TO THE EXTENT PERMITTED BY APPLICABLE LAW, 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.

**PARTICIPANTS AGREE TO WAIVE ANY RIGHTS TO CLAIM AMBIGUITY OF THESE OFFICIAL CONTEST RULES.**

**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 Los Angeles, California. Participant irrevocably waives any contest of the arbitration situs based on personal jurisdiction, venue or inconvenient forum. 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:**

To the extent permitted by applicable law, 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. 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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