

BRICKFISH® SWEEPSTAKES RULES (“OFFICIAL SWEEPSTAKES RULES”)

Name of Promotion: Steve Madden’s SOLE SEARCH powered by Zappos.com ("Sweepstakes").

Sponsor Name and Address: This Sweepstakes is sponsored by Zappos.com, Inc., 2280 Corporate Circle, Suite 100, Henderson, Nevada 89074 and Steve Madden, Ltd., 52-16 Barnett Avenue, Long Island City, New York 11104 ("Sponsor").

Sweepstakes Administrator Brickfish, 5930 Cornerstone Court West, Suite 190, San Diego, CA 92121 ("Administrator").

Collectively, Sponsor and Sweepstakes Administer are "Sweepstakes Entities."

The Sweepstakes begins on or about 12:00 AM (PT) on November 12, 2009 and ends at 11:30 PM (PT) on December 29, 2009 (the "Sweepstakes Period").

The drawing will take place on or about January 29, 2010 ("Drawing Date"), and will determine the winner ("Selected Entrant").

The Sweepstakes URL is located at Brickfish.com® Steve Madden’s SOLE SEARCH powered by Zappos.com campaign or <http://www.zappos.com/sole-search> ("Sweepstakes URL").

Description of Prizes and their retail value:

Sign-up Sweepstakes (10): Ten winners, who sign up for the Zappos.com and Steve Madden email list by filling out the form in the Campaign Highlights area or opt-in from the Submit Entry tab, will be randomly selected at the end of the Sweepstakes Period to receive a \$100 gift card to Zappos.com. (Approximate Retail Value (“ARV”): \$100 / Total ARV: \$1,000.

Odds of winning will depend on the total number of entries received.

Prizes are awarded in the order in which they are listed.

ELIGIBILITY: No purchase necessary. Entry into the Steve Madden’s SOLE SEARCH powered by Zappos.com Contest is not required and will not affect entrants’ chances of winning.

Sweepstakes is open to members of Brickfish.com® who have registered accounts, who are legal residents of the fifty (50) United States or the District of Columbia, 18 years or older at the time of entry and have completed account registration prior to the end of the Sweepstakes Period. (All persons who are considered by the state in which they reside to be under the age of majority must have parent/guardian written permission to participate – see below for Special Minor Instructions). Sweepstakes entrants must be members in good standing of Brickfish. Account registration is complete once activated via email. This Sweepstakes is void where prohibited by law.

Current and former employees, officers and directors of Released Parties, and their immediate family members (defined as including spouse, parents, step-parents, children, step-children, siblings, step-siblings and each of their respective spouses) 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 or this Sweepstakes, (including individuals who have been employed by Brickfish within the past 12 months) are ineligible to enter the Sweepstakes or win a Prize.

HOW TO ENTER:

Sign-up Sweepstakes: Access the Sweepstakes URL at Brickfish.com Steve Madden's SOLE SEARCH powered by Zappos.com campaign or <http://www.zappos.com/sole-search> and submit the required entry information, which includes your name, email address and birth date. Limit one entry per natural person/email address. Information provided in the email opt-in will be provided to Sponsor and used in accordance with their privacy policies found at Zappos <http://www.zappos.com/privacy-policy> and Steve Madden <http://www.stevemadden.com/contentDisplay.aspx?pageID=1033>. In the event that a dispute arises as to the identity of the Selected Entrant for any drawing, Sponsor will deem the Selected Entrant as the person to whom the email account was assigned by the appropriate agency, internet service provider, business or organization.

SPECIAL MINOR INSTRUCTIONS: In the event a Contestant is considered a minor in the state in which he or she resides, the Contestant must obtain permission of his or her parent or legal guardian to enter this Contest, and parent or legal guardian must sign all permissions and releases prior to the minor being awarded a prize.

SELECTION AND NOTIFICATION OF WINNER(S): On or about the Drawing Date(s), Selected Entrants will be chosen at random drawing by a representative of Sweepstakes Entities from among all eligible entries received during the Sweepstakes Period. The Selected Entrants may be required to respond to e-mail notification within the time period specified in the notification. The failure to respond timely to the notification may result in forfeiture of the prize and, in such case, Sponsor may randomly select an alternate Selected Entrant from among the remaining eligible entries (Sponsor not responsible for incorrect email addresses). By replying to the email, which may contain a declaration of eligibility / liability / publicity release ("Release"), Selected Entrants allow Sponsor to use their name, biographical information, picture or other likeness for marketing purposes, unless prohibited by law. Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax reporting purposes), birth date, current mailing address, phone number and a copy of a valid and current form of government identification. Unless restricted by law, each Selected Entrant will be required to complete and return the Release within the time period specified therein. An alternate Selected Entrant may be randomly selected from among the remaining eligible entries if a Selected Entrant: (i) cannot be reached; (ii) fails to respond with the required information in a timely manner as required pursuant to these Official Sweepstakes Rules; or (iii) cannot accept or receive the prize for any reason. Selected Entrants will receive the Prize by postal carrier or email link within ninety (90) days of the later of the end of the Sweepstakes Period or the Drawing Date, provided all Releases have been completed and returned. If Selected Entrant has completed all forms and does not receive prize within 90 days, Selected Entrant must contact Sponsor at the address provided in these rules. Failure of Selected Entrant to notify Sponsor within 120 days of notification will result in forfeiture of prize. Sponsor may delay prize if it believes Selected Entrant has fraudulently entered the promotion and make request that Selected Entrant provide proof of actual address in the form of a utility bill.

PRIZES: Prizing is limited to one prize per person per household. No Prize awarded as part of this Sweepstakes is transferable nor may it be redeemed for cash. If any prize is not available, a prize of equal or greater value will be substituted at Sponsor's discretion. All additional costs, including taxes, are the sole responsibility of a Selected Entrant. The Selected Entrant is not entitled to any cash surplus amount between the average retail price of a prize and the actual price.

CONDITIONS: Sweepstakes is subject to these Official Sweepstakes Rules. By participating, entrants agree to be bound by these complete Official Sweepstakes Rules. All decisions of

Sweepstakes Entities are final and binding; and entrants agree to waive any right to claim ambiguity in the Sweepstakes or these Official Sweepstakes Rules, except where prohibited by law. By accepting a prize, winner agrees to release Sponsor, its attorneys, affiliates, together with the respective directors, employees, officers, licensees, licensors and agents of each, including without limitation, their respective advertising and promotion entities and any person or entity associated with the production, judging, or administration of the Sweepstakes, (collectively, the “Released Parties”) from any and all liability, loss or damage arising from or in connection with awarding, receipt and/or use or misuse of a prize. Sponsor reserves the right to use the Sweepstakes for publicity purposes in any media, and to use the name, biographical information, picture or other likeness and/or prize information of selected entrant as part of that publicity, without any compensation or further notice unless prohibited by law. Taxes, if any, are the sole responsibility of selected entrant, and selected entrant may be issued an IRS Form 1099 for the ARV of any awarded prize. This Sweepstakes is void where prohibited or restricted by law, and subject to applicable federal, state provincial and local laws. Sponsor reserves the right to disqualify any entrant in the event of actual or suspected tampering with the entry process or the operation of the Sweepstakes or violating these Official Sweepstakes Rules. The Releasees shall not be liable for: (i) late, lost, delayed, stolen, misdirected, incomplete unreadable, inaccurate, garbled or unintelligible entries, communications or affidavits, regardless of the method of transmission; (ii) telephone system, telephone or computer hardware, software or other technical or computer malfunctions, lost connections, disconnections, delays or transmission errors; (iii) data corruption, theft, destruction, unauthorized access to or alteration of entry or other materials; (iv) any injuries, losses or damages of any kind caused by the prize or resulting from acceptance, possession or use of a prize, or from participation in the Sweepstakes; or (v) any printing, typographical, administrative or technological errors in any materials associated with the Sweepstakes. Sponsor disclaims any liability for damage to any computer system resulting from participating in, or accessing or downloading information in connection with this Sweepstakes, and reserve the right, in their sole discretion, to cancel, modify or suspend the Sweepstakes should a virus, bug, computer problem, unauthorized intervention or other causes beyond Sponsor’s control, corrupt the administration, security or proper play of the Sweepstakes. Sponsor may prohibit an entrant from participating in the Sweepstakes or winning prize if, in its sole discretion, it determines such entrant is attempting to undermine the legitimate operation of the Sweepstakes in any way by cheating, hacking, deception, or any other unfair playing practices of intending to annoy, abuse, threaten or harass any other players or Sponsor representatives. Use of any automated system to participate is strictly prohibited and will result in disqualification. Sponsor may disqualify at its sole discretion any entries it believes are created by an automated system.

GOVERNING LAW/JURISDICTION: Disputes regarding these Official Sweepstakes Rules and/or this Sweepstakes will be governed by the internal laws of the State of California, without regard to its conflict of law principles. Any and all legal actions or claims arising in connection with this Sweepstakes must be brought in a court of competent jurisdiction within the United States. Except where prohibited, as a condition of participating in this Sweepstakes, each entrant agrees that any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, the prize awarded, or the determination of the winners shall be resolved individually, without resort to any form of class action. Further, in any such dispute, under no circumstances will an entrant be permitted to obtain awards for, and hereby waives all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys’ fees, other than entrant’s actual out-pocket expenses, and entrant further waives all rights to have damages multiplied or increased.

PRIVACY: All personal information collected by Sweepstakes Entities will be used for administration of the Sweepstakes. In addition, entrants may receive email correspondence from, or on behalf of Sponsor subject to Sponsor's privacy policy. Sweepstakes Entities use reasonable commercial efforts to comply with Federal CAN-SPAM guidelines, and entrants may subsequently opt-out of receiving further emails by following the opt-out instructions contained in the email.

OFFICIAL SWEEPSTAKES RULES: For a copy of these Official Rules or winners list, send your request and a self-addressed, stamped envelope (WA and VT residents need not affix return postage) to Sweepstakes Administrator no later than 180 days after the Sweepstakes ends. The Official Sweepstakes Rules are also available on-line at the Sweepstakes URL.

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