

BRICKFISH.COM / THEBALM / SEPHORA
CREATE A SHADYLADY EYESHADOW DESIGN CAMPAIGN
OFFICIAL RULES

**NO PURCHASE NECESSARY.
VOID WHERE PROHIBITED.**

HOW TO ENTER: The Brickfish.com / theBalm / Sephora Create a shadyLady Eyeshadow Design campaign (the "Campaign") will commence at 12:00:00 AM (PST) on May 31, 2007 and end at 11:30:00 PM (PST) on July 10, 2007. Visit Brickfish.com, if you do not already have one, sign up for an account and create your profile. Then, get started creating the inspiration for the new, super-hot packaging for a limited edition shadyLady eyeshadow! Be sure to download theBalm's logo and include it in your design set to the 2.0625" x 2.0625" package size. All artwork must be original and/or you may use royalty-free images valued up to \$300 total. You may enter as many unique concepts as desired during the Campaign. To claim a prize, you must provide your correct name, mailing address, telephone number, social security number, and email address. Sponsor nor any affiliated entity are not responsible for late, lost, misdirected, or invalid concepts.

ELIGIBILITY: The Campaign is open to anyone who has access to the Internet, and who is 14 years of age or older at the time of concept, and is a member of Brickfish.com website. Void where prohibited by law. Employees (including individuals who have previously been employed by HighEdge, Inc./Brickfish.com within the past 12 months and immediate family members and/or those living in the same household of each) of the Sponsor, Highedge, Inc./Brickfish.com and theBalm/Sephora and their agents, affiliates, and subsidiaries, and advertising and promotion agencies and those involved in the production, development, implementation or handling of this Campaign are not eligible to enter this Campaign. By entering into a Campaign, the participant shall be deemed to have read and agreed to be bound by these terms and conditions, the [Brickfish Terms of Use](#), and by the decisions of Sponsor and its affiliated entities, which shall be final and binding in all respects.

PRIZES: One (1) 1st place winner, chosen by representatives from theBalm from all valid entries, will have their winning design inspire the design of a new shadyLady product, be recognized on the product, and have it sold via Sephora. Winner will also consult with theBalm on color creation and name of the shadyLady product. One (1) 2nd place winner, chosen from highest score from all valid concepts will receive \$300 worth of products from theBalm. Sweepstakes Winners: Five (5) different registered members of Brickfish will be selected in a random drawing on or about July 11, 2007, by representatives of Brickfish, and the winners will be notified on or about July 20, 2007. See the Brickfish/theBalm/Sephora Create a shadyLady Eyeshadow Design Official Sweepstakes Rules below. Entry into the sweepstakes can be made by any registered member of the Brickfish website who votes in the Campaign. The Sweepstakes winners will receive: five of their favorite shadyLady products from theBalm. In instances where the winner selected by theBalm also has the highest score, the entrant with the next highest score will receive the 2nd place prize. In instances where the Grand Prize winner

and/or the 2nd place winner is also randomly selected in the Sweepstakes, Brickfish will select a different entrant for the sweepstakes respectively. Members of Brickfish.com can vote for their favorite concept, once per day, during the duration of the Campaign. Odds of winning runner-up prizing depend upon the number of valid concepts submitted. ALL FEDERAL, STATE AND LOCAL TAXES ASSOCIATED WITH THE RECEIPT OR USE OF THE PRIZE ARE THE SOLE RESPONSIBILITY OF THE WINNER. All costs and expenses not specified herein are the sole responsibility of the winner. No substitutions, except at Sponsor's sole discretion, in the event of prize unavailability. Prize is not transferable, except at discretion of Sponsor. Limit one (1) vote per person per day per concept. Limit one (1) prize per household/family/person. Sponsor is not responsible in the event that the participant provides any incorrect, expired, or otherwise invalid information.

CONDITIONS OF PARTICIPATION; NOTIFICATION OF WINNER: Grand Prize winners may be required to sign and return, without limitation and to the extent permitted under applicable law, an Affidavit of Eligibility, a Liability Release, a Publicity Release and any other documentation or instrument that Sponsor and/or its affiliated parties may require within five (5) days of receiving each such document. If the winner is under 18 years of age, they will need a parent or legal guardian to complete the above paperwork. In the event of noncompliance with these requirements, Prize Winners may be disqualified and an alternate winner may be selected, at Sponsor's sole discretion. Each winner will be notified by email within approximately two (2) weeks of the given Campaign's judging results tally. If a potential winner is contacted by email for verification purposes, he/she will have three (3) business days within which to respond to the notification email, or he/she will be disqualified and his/her prize 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 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. Prizing may be fulfilled by a third party; please allow 5-7 weeks for prize delivery.

Each participant agrees that upon submission of any content to any campaign hosted on Brickfish.com, including image, blog, audio, video, and/or any other content submission presently known or hereafter devised on Brickfish.com or by its affiliates, such content will remain on the site in perpetuity or for as long as Brickfish deems appropriate to archive. Specifically, once submitted to a campaign, participants release the right to remove entries (concepts) from the campaign at any point during or after the campaign has concluded.

Subject to applicable law, participation in the Campaign constitutes permission for Sponsor and affiliates to use all Winners' names, likenesses, and concepts for advertising

and promotional purposes without additional compensation, across all media now known or hereafter devised, in perpetuity. Winners further grant to Sponsor the right to use and publish their proper name and state or country of residence online, in print and any other media now known or hereafter devised in connection with this Campaign in perpetuity.

Sponsor's decisions regarding this Campaign, including how and to whom to award prizes, shall be determined in Sponsor's sole discretion and shall be final in all respects. Sponsor reserves the right to modify the terms and conditions at any time during the Campaign. Participants are responsible for checking the Web site to see if any changes to the Campaign have been made.

DISCLAIMERS: Sponsor and its affiliated entities are not responsible or liable for Campaign concepts that are entered by other than human means (such as by an automated computer program or any non-human mechanism, entity, or device), in excess of the stated limit, or for concepts that are illegible, late, destroyed, lost, misplaced, stolen, misdirected, tampered with, incomplete, deleted, damaged, incomplete, or otherwise not in compliance with these official rules, and all such concepts will be disqualified. By participating in the Campaign, each registrant/entrant agrees and acknowledges to be bound by these official rules, all Sponsor-related terms and conditions, as well as the decisions of Sponsor which are final and binding in all respects; to waive any rights to claim ambiguity with the official rules, and that Sponsor and its affiliated entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with: participation in Campaign; acceptance/possession (including, but not limited to, delays by shipping companies), defects, and/or use/misuse of a prize (including, but not limited to, cancellation/postponement of screening date); 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 Sponsor; interruption or inability to access Sponsor, its affiliated entities and their 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 Sponsor or any one of its affiliated entities. Each participant further agrees to indemnify and hold harmless Sponsor and its affiliated entities 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 Sponsor or its affiliated entities, and hereby acknowledge that Sponsor and its affiliated entities 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. Sponsor and/or its affiliated entities shall in no event be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (1) by any wrongful, negligent or unauthorized act or omission on the part of any of the prize suppliers or any of their agents, servants, employees or

independent contractors, (2) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (3) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parents, subsidiaries and affiliated companies. Title of this Campaign may change during the Campaign. ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS CAMPAIGN IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSORS RESERVES THE RIGHT TO SEEK ALL LEGAL AND EQUITABLE REMEDIES FROM AND AGAINST ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW. Additionally, any attempt to cheat the campaign, as determined at the sole discretion of the Sponsor, may result in immediate disqualification of the entrant, as well as other possible consequences, including disqualification from any and all existing and future campaigns. 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. Irrelevant concepts, as deemed irrelevant at the sole discretion of Sponsor, and those using copyrighted content may be removed and disqualified from the campaign. In the event of a dispute, concepts made by Internet will be declared made by the authorized account holder of the username submitted at time of concept. "Authorized account holder" is defined as the natural person who is assigned to a username in the Brickfish.com system.

WINNERS LIST: Winners' names will be posted at www.Brickfish.com and/or any other online and offline media delivery channels now known or hereafter devised.

APPLICABLE LAW: The Campaign and these official rules shall be construed and governed in accordance with the laws of the State of California.

SPONSOR: The sponsor of this Campaign ("Sponsor") is HighEdge, Inc./Brickfish.com and theBalm/Sephora. Brickfish.com is a trademark of HighEdge, Inc. All rights reserved.

BRICKFISH.COM/THEBALM/SEPHORA
CREATE A SHADYLADY CAMPAIGN
OFFICIAL SWEEPSTAKES RULES

**NO PURCHASE NECESSARY.
VOID WHERE PROHIBITED.**

OFFICIAL RULES

These Official Rules apply for this Sweepstakes promotion ("Sweepstakes") conducted by Brickfish ("Sponsor"). The Sweepstakes begins at 12:00:00 AM (PST) on May 31, 2007 and ends at 11:30:00 PM (PST) on July 10, 2007. By entering this Sweepstakes, you agree to the Terms in these Official Rules.

1. SWEEPSTAKES ENTRANTS AND PRIZE RECIPIENT MUST BE LEGAL RESIDENTS IN THE CONTINENTAL UNITED STATES, AGED 18 YEARS OR OLDER AT THE TIME OF ENTRY TO BE ELIGIBLE. VOID WHERE PROHIBITED BY LAW. SWEEPSTAKES SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS AND REGULATIONS. Employees of Sponsor; each or any of their respective parent companies, subsidiaries, affiliates, divisions, advertising and promotion, fulfillment and/or judging agencies, and related entities (collectively "Sweepstakes Entities"); and their immediate families are not eligible.

2. TO ENTER: Via the Internet ("Online Entries"): Electronically follow the instructions found on the Official Campaign Page (<http://www.brickfish.com/fashion/thebalm>) and submit your Online Entry as directed by 11:30:00 PM PST on July 10, 2007. Entrants will be required to be registered members of the site and logged in at the time of entering. A valid online entry in the Sweepstakes is counted as a single vote while logged in to the Brickfish Create a shadyLady Campaign. Limit one entry per concept per day per person. Your entry constitutes your consent to participate in this Sweepstakes. Entries are the property of the Sponsor and will not be acknowledged or returned. Sponsor is not responsible for lost, late, incomplete, or otherwise misdirected entries that are processed late or incorrectly or are lost due to computer or electronic malfunction or other error.

3. WINNER SELECTION: Five (5) Sweepstakes winner will be selected in a random drawing from among all eligible entries received. The random drawing will be conducted on or about July 11, 2007, and the potential winner will be notified on or about July 20, 2007. The random drawing will be conducted by Brickfish whose decisions on all matters relating to this Sweepstakes are final and binding in all respects pertaining to this Sweepstakes. Odds of winning depend on the number of eligible entries received.

4. PRIZE: Five (5) Sweepstakes winner will receive: five of their favorite shadyLady products from theBalm. 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). Prize winner will be solely responsible for all federal, state and local taxes on prize. No cash substitution, assignment, or transfer of prize permitted. In the event the prize is unavailable, Sponsor reserves the right to substitute a prize of equal or greater value. If prize winner notification is returned as undeliverable, prize winner is ineligible, or Prize Winner declines the prize, an alternate prize winner will be selected by random drawing.

5. CLAIMING PRIZE/RELEASE: Potential prize winner will be notified by Brickmail and/or email within thirty (30) days of selection and may be required to sign and return a Prize Verification Form to Brickfish Headquarters within fourteen (14) days of notification. If selected potential prize winner fails to comply with the Official Rules and/or to submit required documentation within the designated period, the potential prize winner will be disqualified and the prize will be awarded to an alternate Prize Winner. Sponsor is not responsible for fraudulent calls or e-mails made to entrants not by the Sponsor.

6. INTERNET: If for any reason this Sweepstakes is not capable of running as planned due to an infection by a computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Sweepstakes, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the Sweepstakes, at which time, Sponsor will conduct a random drawing from among all eligible entries received at the time of the Sweepstakes termination. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunctions of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor due to technical problems, human error or traffic congestion on the Internet or at any Web site, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes or downloading any materials in this Sweepstakes. SPONSOR IS NOT RESPONSIBLE FOR INCOMPATIBILITY OF ENTRANT'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY WITH SPONSOR'S HARDWARE, SOFTWARE OR BROWSER TECHNOLOGY.

CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity or eligibility of a potential prize winner based on an account name, the winning entry will be declared made by the "Authorized Account Holder" of the e-mail address under Winner's account at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned to an e-mail address by an Internet access provider, on-line service provider, or other organization (e.g., business, education institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Use of automated devices are not valid for entry.

7. GENERAL: By entering this Sweepstakes, entrants and prize winners: (1) agree to be bound by these rules; (2) agree to release Sponsor, Sweepstakes Entities, and the officers, directors and employees of each, from any and all liability for any loss, harm, damages, costs or expenses, including without limitation property damages, personal injury and/or death arising out of participating in this Sweepstakes, or the acceptance, possession, use or misuse of the prize and claims based on publicity rights, defamation or invasion of privacy and merchandise delivery; and (3) consent to the use of his/her name, voice, picture, and likeness for advertising and promotional purposes in any medium throughout the world in perpetuity without additional compensation unless prohibited by law. Sponsor may discontinue this Sweepstakes at any time. Sponsor may terminate any Sweepstakes or decide to modify it in any manner that it deems fair and equitable to participants if it becomes aware of any occurrence that would materially affect the Sweepstakes' security and fairness. Sponsor may prohibit individuals from participating in Sweepstakes and disqualify entries if they (1) attempt to enter the Sweepstakes through any means other than as described in these Rules, (2) attempt to disrupt the Sweepstakes or circumvent the terms and conditions of these Rules or Brickfish Terms of Use in any way or (3) repeatedly show a disregard for the Sweepstakes Rules or act (a) in an unsportsmanlike manner, or (b) with an intent to annoy, abuse, threaten or harass any other entrant or Sponsor. Sponsor's decisions with respect to the Sweepstakes are final.

8. WARRANTY DISCLAIMER: Prizes awarded "AS IS". Any and all warranties for the prize are contained in the manufacturers' warranty. Except as otherwise provided in these Official Rules, Sponsor makes no warranty, representation or guarantee, express or implied, in fact or in law, respecting the performance or use of the prize, including, without limitation, quality, merchantability, and fitness for a particular purpose, and the winner shall look solely to the manufacturer for such warranty, if any. Further, no responsibilities are accepted for any additional expenses, omissions, delays, re-routing, or acts of any government or authority.

9. USE OF INFORMATION: The information that you provide in connection with the Sweepstakes may be used for Sponsor's internal purposes and to send you information

about Sponsor's products and special promotions but will not be provided to third parties, except as necessary for the administration of the Sweepstakes or as required by law or legal process. Entry constitutes permission to post winner's names on Website and to use winner's name, hometown and/or likeness for purposes of advertising and promotion without further compensation unless prohibited by law. For additional information, see Sponsor's Privacy Policy.

10. NAME OF WINNER: To receive the name of the official winners (available after 7/11/07), or a copy of the official rules, send a self-addressed, stamped #10 envelope to: Brickfish, c/o Client Services, 6165 Greenwich Drive, Ste 320, San Diego, CA 92122

11. HAVE A QUESTION? Email us at membersupport@brickfish.com