

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

**BRICKFISH™**

**THE GIFT OF GIVING SWEEPSTAKES RULES**

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

NO PURCHASE NECESSARY TO ENTER OR WIN.

ODDS OF WINNING DEPEND ON THE TOTAL NUMBER OF ENTRIES RECEIVED.

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 OR CONTEST.

DISPUTES WILL BE RESOLVED SOLELY BY BINDING ARBITRATION.

**SPONSOR:** This Sweepstakes is sponsored by EmpowHer located at 3104 E. Camelback Road #539, Phoenix, AZ 85016.

**SUBMISSION PERIOD:** The Sweepstakes begins on or about 3:00 PM Pacific Time (“PT”) on April 8, 2008 and ends 11:30 PM PT on June 4, 2008.

**HOW TO ENTER:** Go to EmpowHer.com and select the “Join Us Now” button. Everyone who signs up on the EmpowHer.com site and creates a profile will be entered into the sweepstakes drawing (“Entry”).

**PRIZE(S):** One winner, who signs up on the EmpowHer.com site and creates a profile, will be randomly selected by EmpowHer to win a \$500 gift card to Tiffany & Co.

**WHO MAY ENTER:**

Sweepstakes are open to individuals who are registered members of EmpowHer.com, at least 13 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.

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 a sweepstakes, or associated campaign, are ineligible to enter the Sweepstakes or win a Prize.

By participating in the Sweepstakes, 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 sweepstakes.

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 Sweepstakes. All participants must affirm their agreement to the Official Sweepstakes Rules and the EmpowHer Terms of Use by clicking to accept, prior to entering.

All Entries that are in excess of the stated limits, late, illegible, incomplete, damaged, destroyed, forged or otherwise not in compliance with the Official Sweepstakes Rules will be disqualified from the Sweepstakes. 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. Assurance of delivery of Entries is the sole responsibility of the participant.

### **SELECTION OF WINNER:**

Within one month from the expiration of the Submissions Period (subject to extension by Sponsor), a random drawing for the Prize or Prizes will be conducted from amongst all eligible Entries received. The random drawing will be conducted by a judge (“**Judge**”) appointed by Brickfish and/or Sponsor. The participants selected by this drawing will be “**Winner(s)**” subject to confirmation of eligibility.

Brickfish, Sponsor and Judge will have complete discretion over interpretation of the Official Sweepstakes Rules, administration of the Sweepstakes, and selection of the Winners. Decisions of the Brickfish, Sponsor, and the Judge as to the administration of the Sweepstakes, interpretation of the Official Sweepstakes Rules and the selection of the Winners will be final.

### **ODDS:**

Odds of winning a Prize will depend upon the total number of eligible Entries received during the Submission Period. Buying any product or service will not help you win.

### **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 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 and the District of Columbia.

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:**

Winner will be notified on or about July 4, 2008. 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 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 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 Sweepstakes Rules, or if a Prize or Prize notification is returned as undeliverable, such potential Winner will be disqualified, and an alternate potential Winner may be selected at Sponsor's sole discretion using the same criteria used to select the original Winner. Neither Brickfish nor Sponsor will have liability for any Winner notification that is lost, damaged, intercepted or not timely received or returned by the potential Winner for any reason.

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

#### **PUBLICITY RELEASE:**

Subject to applicable law, Winners irrevocably grant Sponsor and Brickfish the right to use their name, voice, likeness and/or biographical material for advertising, promotional and/or publicity purposes in connection with Brickfish, Campaign and/or Sweepstakes, 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 or the District of Columbia, and is at the time of entry, 13 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 Sponsor, their parents and each of their respective successors, assigns and licensees, harmless from and against any third party claim relating to any breach of any representation, warranty or covenant made by such participant in connection with his or her participation in Campaign activities.

#### **TAMPERING WITH SWEEPSTAKES:**

Brickfish and Sponsor are not responsible for the actions of participants in connection with the Sweepstakes, including participants' attempts to circumvent the Official Sweepstakes Rules or otherwise interfere with the administration, security, fairness, integrity or proper conduct of the Sweepstakes. Persons found tampering with or abusing any aspect of this Sweepstakes, or whom Brickfish or Sponsor believes to be causing malfunction, error, disruption or damage will be disqualified. Additionally, any attempt to cheat the Sweepstakes, 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 Sweepstakes. 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 SWEEPSTAKES 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 Sweepstakes Rules, or to be acting in an un-sportsmanlike, obscene, immoral or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person.

### **RELEASES, WAIVERS AND DISCLAIMERS:**

By entering the into the Sweepstakes, 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 Sweepstakes 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 Sweepstakes 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 Sweepstakes; 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 Sweepstakes 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.

Entry documents and procedures are provided for the benefit of Brickfish and Sponsor and neither makes any representation or warranty regarding the effectiveness and completeness of the forms or procedures required. Brickfish and Sponsor, and their legal counsel, undertake no duties towards participants and do not represent them in any manner.

**SUSPENSION / MODIFICATION / TERMINATION:**

In the event Brickfish or Sponsor is prevented from continuing with the Sweepstakes 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 Sweepstakes. Brickfish and Sponsor reserve the right to modify, suspend or terminate the Sweepstakes (including, without limitation, make changes to these Sweepstakes 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 Sweepstakes 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 Sweepstakes. Brickfish and Sponsor and Producer will have the authority to extend the Submission Period by posting notice thereof on Brickfish.com. All Participants must check Brickfish.com regularly to determine if there have been any changes made to the Official Sweepstakes Rules, the Sweepstakes 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 Sweepstakes Rules, the Brickfish Terms of Use, and the decisions of the Brickfish, Sponsor and Judges which are final and binding in all respects. The Sweepstakes 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 Sweepstakes Rules or the rights and obligations of participants, Brickfish, Sponsor or the Released Parties in connection with the Sweepstakes will be governed by and construed in accordance with the internal laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other state’s laws.

**BY ENTERING THE SWEEPSTAKES, PARTICIPANT AGREES THAT: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, 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 SWEEPSTAKES 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 SWEEPSTAKES THROUGH ARBITRATION, BRICKFISH AND SPONSOR MAY (1) SEEK TO OBTAIN INJUNCTIVE RELIEF OR OTHER EQUITABLE RELIEF FROM A COURT TO ENFORCE THE PROVISIONS OF THESE OFFICIAL RULES; (2) BRING AN ACTION IN COURT TO PROTECT AND INTERPRET SPONSOR’S INTELLECTUAL PROPERTY RIGHTS; AND/OR (3) BRING AN ACTION TO ENFORCE THE DECISION OF THE ARBITRATOR BEFORE ANY COURT WITH APPLICABLE JURISDICTION. The arbitration will be held in San Diego, California. The arbitrator will apply the substantive laws of the state of California, will issue a written decision and will have the power to award any legal remedies except as limited by these Official Sweepstakes 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. To the fullest extent permitted by applicable law, participants irrevocably waive any right to bring or join in any class action regarding the Sweepstakes. 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 Sweepstakes or Campaign (or any website connected therewith) or exploitation of any Submission.

**MISCELLANEOUS:**

The invalidity or unenforceability of any provision of these Official Sweepstakes 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 Sweepstakes 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 Sweepstakes Rules will not constitute a waiver of that provision. Participants agree to waive any rights to claim ambiguity of these Official Sweepstakes 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:**

To receive a list of Winners, send a stamped self addressed envelope to: Sweepstakes Winners’ List, 6165 Greenwich Drive, Suite 320, San Diego, California 92122. Please indicate which Sweepstakes Winners’

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

**IDENTIFICATION OF ADMINISTRATOR:**

This Sweepstakes 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 Sponsor's [Privacy Policy](#). By entering the Sweepstakes, you accept Sponsor's Privacy Policy located at <http://empowher.com/about/terms-of-use/privacy>. Any requested opt-in consent is not required and will not increase your chances of winning.

**///END OFFICIAL SWEEPSTAKES RULES//**

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