

CONTEST OFFICIAL RULES

NAME OF CONTEST: Touch It. Love It. Share It. Win It.

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

CONTEST PERIOD AND CONSUMER PHASES:

Contest Period: The Contest begins at 6:00:00 PM Pacific Time (“PT”) on Tuesday, September 15, 2009 and ends at 11:30:00 PM PT on Monday, November 30, 2009 (“Contest Period”). Submission of Entries is permitted only during Phase 1 of the Contest Period.

Consumer Phase 1: During Consumer Phase 1, all Entries must be submitted either on Brickfish.com or on the BlackBerry.com website at http://na.blackberry.com/eng/devices/blackberrystorm/storm_contest.jsp for North America or http://uk.blackberry.com/devices/blackberrystorm/storm_contest.jsp for the United Kingdom from 6:00:00 PM on Tuesday, September 15, 2009 (PT) to 11:30:00 PM (PT) on Tuesday, October 27, 2009 (“Consumer Phase 1”). The public may view, share and vote for Entries at the urls indicated above during Consumer Phase 1. EACH INDIVIDUAL MEMBER OF THE PUBLIC, EXCEPTING ENTRANTS, MAY VOTE ONLY ONCE PER DAY FOR EACH ENTRY DURING CONSUMER PHASE 1. **BlackBerry Storm Evangelists:** At the conclusion of Consumer Phase 1, the top one hundred (100) highest scoring eligible Entries will advance to Consumer Phase 2 as BlackBerry Storm Evangelists.

Consumer Phase 1 Scoring:

Scoring in Consumer Phase 1 is based on the interactions with your entry and is specifically determined by: (i) total valid votes; and (ii) overall viral activity which are collectively referred to as “Interactions”. Viral activity will be weighted at up to a maximum of 33% of the score, depending on the amount of viral activity as defined below, and the balance of the score will be based on total valid votes. Viral activity will be assessed based on: (1) the total number of unique viewers of the Entry; (2) the number of people who have shared the Entry (excepting the Entrant); and (3) the number of websites an Entry was posted to. During Consumer Phase 1, Entrants’ scores may fluctuate based on ongoing Interactions, however final scores achieved as at 11:30:00 PM (PT) on Tuesday, October 27, 2009 shall determine entrant’s overall ranking in the top one hundred (100) highest scoring eligible Entries for Consumer Phase 1. In the event of a tie, the tie breaker will be based upon the tied Entry with the highest number of votes, continuing thereafter to each of the following: unique viewers of the entry, then shares of the entry in order, as needed, to break the tie. Sponsors’ decisions are final in all matters relating to the Contest without right of appeal. To view the Consumer Phase 1 Entries Leader Board,

[click here.](#)

Consumer Phase 2: During Consumer Phase 2, all eligible Entries, namely the top one hundred (100) highest scoring eligible Entries from Consumer Phase 1 (BlackBerry Storm Evangelists), will appear on Brickfish.com and on the BlackBerry.com website at http://na.blackberry.com/eng/devices/blackberrystorm/storm_contest.jsp for North America and http://uk.blackberry.com/devices/blackberrystorm/storm_contest.jsp for the United Kingdom from 9:00:00 AM on Monday, November 2, 2009 (PT) to 11:30:00 PM (PT) on Monday, November 30, 2009 (“**Consumer Phase 2**”). The public may view, share and vote for the relevant Entries at the urls indicated above during Consumer Phase 2. EACH INDIVIDUAL MEMBER OF THE PUBLIC, EXCEPTING ENTRANTS, MAY VOTE ONLY ONCE PER DAY FOR EACH ENTRY DURING CONSUMER PHASE 2.

Finalists: The top twenty (20) eligible finalists in Consumer Phase 2 will automatically advance to the Final Round/Judging Phase, and will also each be a winner of a Top 20 prize.

Consumer Phase 2 Scoring:

Scoring in Consumer Phase 2 is based on the interactions with your entry and is specifically determined by: (i) total valid votes; and (ii) overall viral activity which are collectively referred to as “Interactions”. Viral activity will be weighted at up to a maximum of 33% of the score, depending on the amount of viral activity as defined below, and the balance of the score will be based on total valid votes. Viral activity will be assessed based on: (1) the total number of unique viewers of the Entry; (2) the number of people who have shared the Entry (excepting the Entrant); and (3) the number of websites an Entry was posted to. During Consumer Phase 2, Entrants’ scores may fluctuate based on ongoing Interactions, however final scores achieved as at 11:30:00 PM PT on Monday, November 30, 2009 shall determine entrant’s overall ranking in the top twenty (20) eligible finalists for Consumer Phase 2. In the event of a tie, the tie breaker will be based upon the tied Entry with the highest number of votes, continuing thereafter to each of the following: total number of unique viewers of the entry, then shares of the entry in order, as needed, to break the tie. Sponsors’ decisions are final in all matters relating to the Contest without right of appeal. To view the Consumer Phase 2 Entries Leader Board, [click here.](#)

ENTRANTS MAY VOTE ONLY ONCE EITHER DURING CONSUMER PHASE 1 OR CONSUMER PHASE 2 FOR THEIR OWN ENTRY OR FOR EACH OF THEIR OWN ENTRIES. **Entrants may send their Entry/Entries only once to each person they choose to share their Entry with by email.** Entrants should send emails only to persons they have a personal relationship with and from whom they have obtained consent to send the emails.

FINAL ROUND/JUDGING PHASE:

Finalist Entries will be judged by a panel of judges from Sponsors who will evaluate each eligible Entry based on the following equally weighted criteria: 25% creativity, 25% relevance, 25% audience support, 25% viral influence. The Finalist Entry with the highest score will be the potential Grand Prize winner. In the event of a tie, the tie breaker will be based upon the highest score in the first judging criterion, continuing thereafter to each

judging criterion in order, as needed, to break the tie. Judges' decisions are final in all matters relating to the Final Round/Judging Phase without right of appeal, and Sponsors' decisions are final in all matters relating to the Contest without right of appeal.

TOP 20 BlackBerry Storm Evangelists:

The top twenty (20) highest scoring eligible finalists in Consumer Phase 2 will each win a Top 20 Prize.

MOST VIRAL:

At the conclusion of Consumer Phase 1, the website of Brickfish® (a Promotion Administrator as hereinafter defined), by means of Brickfish's proprietary website technology, will rank the top two hundred (200) Most Viral Entries from Phase 1, from which one (1) Most Viral winner will be determined. The criteria taken into consideration in determining the 200 Most Viral Entries are: (1) the total number of unique viewers of the Entry; (2) the number of people who have shared the Entry (excepting the Entrant); and (3) the number of websites an Entry was posted to To learn more about how an Entry can be the "Most Viral," click here: [Learn about Most Viral](#). In the event of a tie, the tie breaker will be based upon: the Entry with the highest number of people who have shared the Entry (excepting the Entrant); the total number of unique viewers of the Entry; and (3) the number of websites an Entry was posted to, as needed, to break the tie. Sponsors' decisions are final in all matters relating to this Contest and without right of appeal. To view the Most Viral Entries Leader Board, [click here](#).

Internet Protocol addresses will be collected via the Brickfish proprietary website technology to assist in making the Most Viral determination. *Passive Information Collection (Canada and U.S.):* If you navigate on the Brickfish website and/or follow any Contest Entry links to the Brickfish website, your IP address will be collected by Brickfish. Brickfish will use your IP address solely for the purpose of determining the *Most Viral* Entry in the Contest. An IP address is a number assigned to your computer by your Internet Service Provider so that you can access the Internet and is generally considered to be non-personally identifiable information because in most cases an IP address is dynamic (changing each time you connect to the Internet), rather than static (unique to a particular user's computer). However if you do not wish to have your IP address collected for the purposes of the Contest, please do not register for or participate in the Contest. *Passive Information Collection (UK):* If you navigate on the Brickfish website and/or follow any Contest Entry links to the Brickfish website, your IP address will be collected by Brickfish. Brickfish will use your IP address solely for the purpose of determining the *Most Viral* Entry in the Contest. An IP address is a number assigned to your computer by your Internet Service Provider so that you can access the Internet. This information is not used to develop a personal profile of you. However if you do not wish to have your IP address collected for the purposes of the Contest, please do not register for or participate in the Contest.

HOW TO ENTER: Go to Brickfish.com® or the BlackBerry.com website at http://na.blackberry.com/eng/devices/blackberrystorm/storm_contest.jsp for North America and http://uk.blackberry.com/devices/blackberrystorm/storm_contest.jsp for the United

Kingdom (each, the “**Site**”) and register for the contest. Note: you must sign-up to become a Brickfish.com member in order to register for and participate in the Contest. Submit all required information and upload an original video, captioned photo with description, or blog story telling us how much you love your BlackBerry Storm smartphone OR how much you would love to own one and why and click “submit” on the Site. You may enter as many unique entries as you wish but each Entry must be substantially different and duplicates are not permitted.

Videos, photos and blogs must be in English, and:

- Videos must not exceed two (2) minutes in length, and must be in one of the following formats: MOV, WMV, MPEG-1, MPEG-2, MPG or AVI files (“**Video**”).
- Blogs must not exceed 1,000 words in length (“**Blog**”), and
- Photos must be no more than 5000 px by 5000 px. in size and accepted image formats are tif, tiff, png, jpg, jpeg, gif, and bmp with a maximum file size for a photo/image of 4 megabytes. (“**Photo**”).

Entry information and Videos, Photos, and Blogs are collectively referred to herein as “**Entry**”. Entrants must be the sole creators of the Entries submitted in this Contest. Modifying, enhancing or altering a third party’s pre-existing work does not qualify as entrant’s original creation and will be disqualified from the Contest. Should multiple users of the same email account enter the Contest and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of submission will be considered the entrant. “**Authorized account holder**” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address.

Entry must also conform to the following additional Entry Requirements in Sponsors’ sole discretion:

- Entry cannot be sexually explicit or suggestive, violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or pornographic, contain nudity or any materially dangerous activity;
- Entry cannot promote illegal drugs or firearms (or the use of any of the foregoing), or any activities that may appear unsafe or dangerous, or any particular political agenda or message;
- Entry cannot be obscene or offensive, endorse any form of hate or hate group;
- Entry cannot defame, misrepresent or contain disparaging remarks about Sponsors or their products or services, or other people, products or companies;
- Entry cannot contain trademarks, logos owned by others (except trademarks and logos owned by Sponsors), or advertise or promote any brand or product of any kind (other than those owned by Sponsors), without written permission, or contain any personal identification, such as license plate numbers, personal names, email addresses or street addresses;
- Entry cannot contain copyrighted materials owned by others (including photographs, sculptures, paintings and other works of art or images published on or in websites,

- television, movies or other media) without written permission;
- Entry cannot contain materials embodying the names, likenesses, photographs, or other indicia identifying any person, living or dead, without written permission;
 - Entry cannot communicate messages or images inconsistent with the positive images and/or goodwill to which Sponsors wish to associate; and
 - Entry cannot depict, and cannot itself, be in violation of any law.

If you think that any Entry infringes your intellectual property rights, click here if you wish to report it, http://www.brickfish.com/Pages/Info/copyright_claim.pdf

ENTRIES POSTED TO THE SITE WERE NOT EDITED BY SPONSORS OR PROMOTION ADMINISTRATORS AND ARE THE VIEWS AND OPINIONS OF THE INDIVIDUAL ENTRANTS AND DO NOT REFLECT THE VIEWS OF SPONSORS OR PROMOTION ADMINISTRATORS IN ANY MANNER. Any waiver of any obligation hereunder by Sponsors do not constitute a general waiver of any obligation to entrants. By submitting an Entry, you agree that your submission is gratuitous and made without restriction, and will not place Sponsors under any obligation, and Sponsors are free to disclose the ideas contained in the Entry on a non-confidential basis to anyone or otherwise use the ideas without any additional compensation to you. You acknowledge that, by acceptance of your submission, Sponsors do not waive any rights to use similar or related ideas previously known to Sponsors, or developed by its employees or contractors, or obtained from sources other than you. Sponsors reserve the right to, and may or may not, monitor and/or screen Entries prior to posting them to the Website. By entering, you acknowledge that Sponsors have no obligation to use or post any Entry you submit.

By submitting an Entry you warrant and represent that it: (a) is your original work; (b) has not been previously published; (c) has not won previous awards; (d) does not infringe upon the copyrights, trademarks, rights of privacy, publicity or other intellectual property, proprietary property or other rights of any person or entity; (e) that you have obtained permission from persons whose name, likeness, image or voice is used in the Entry; and (f) that publication of the Entry via various media including internet/online posting, will not infringe on the rights of any third party. Any such entrant will indemnify and hold harmless, Sponsors, Brickfish and the other Promotion Administrators from any claims to the contrary. Any entrant whose Entry includes likenesses of third parties or contains elements not owned by the entrant (such as, but not limited to, depictions of persons, buildings, trademarks or logos) must be able to provide written legal releases for such use including Sponsors' use of such Entry, in a form satisfactory to Sponsors, upon request, prior to award of any prize and/or naming of entrant as a BlackBerry Storm Evangelist or a prize winner in the Contest.

USE OF ENTRIES:

UPON TRANSMISSION TO BRICKFISH.COM ENTRIES BECOME PART OF THE CONTEST AND MAY NOT BE REMOVED BY ENTRANT, EVEN IF ENTRY OR ENTRANT ARE INELIGIBLE FOR THE CONTEST. All Entries are

posted on the Brickfish.com website and are available to be viewed and/or voted on by anyone with access to the Internet. By entering the Contest you agree to members of the public viewing, voting on and, in their discretion, sharing your Entry.

ELIGIBILITY REQUIREMENTS: Contest is open to members of the free Brickfish.com website who are legal residents of the fifty (50) United States, the District of Columbia, Canada (excluding the Province of Quebec) or the United Kingdom, who have reached the age of majority in the state (19 or older in AL and NE, 18 or older in all other states and the United Kingdom), territory (19 or older in NT, NU and YT) or province (18 or older in AB, MB, ON, PE, and SK, 19 or older in BC, NL, NB, and NS) in which they reside as of date of entry. **To register for a free Brickfish.com account**, visit <https://www.brickfish.com/Pages/MyAccount/CreateAccount.aspx?redirssl=1> and provide all required information. Brickfish.com registration is complete once activated by you via email.

Employees, contractors, directors and officers of Sponsors, their parents, affiliates, subsidiaries, distributors, sales representatives, retailers, and advertising, promotion and judging agencies and all other service agencies and providers involved with the Contest, and members of the immediate family (spouse, parent, child, sibling and their respective spouse) and household of each are not eligible to participate. Void in Quebec and where prohibited by law.

PRIZES:

Grand Prize: The Grand Prize winner will receive the winner's choice of one (1) of the following trips or the equivalent cash value of \$7,100.00 USD:

Ultimate New York Experience:

The Ultimate New York Experience includes a trip for two (2) for winner and one (1) guest to New York City, New York (NY), U.S.A. The winner and their guest will receive accommodations at a hotel (3 star or higher rating) in Times Square (accommodation to be selected at the sole discretion of Sponsors), a City Tour of New York, a carriage ride through Central Park and two (2) tickets to a Broadway show or musical (ARV for Tour, Carriage Ride and Tickets: \$2,200). Based on seasonality, the trip may also include one of the following: a) a Christmas Spectacular in New York City, b) Ice skating in Central Park with a personal instructor, and c) a Personal Shopper Experience (ARV: \$850).

Trip includes a four (4) day, three (3) night trip for two (2) to New York City, including two (2) economy class round-trip airfare tickets from an airport closest to winner's residence from within the United States, Canada (excluding the Province of Quebec), or the United Kingdom (up to \$800 per person per airline ticket and subject to place of origin) (ARV: \$1,600), hotel accommodations for three (3) nights, one (1) standard double occupancy room and tax only (incidentals are not included) (ARV: \$1,200), roundtrip transportation (airport/hotel/airport) (ARV: \$250), \$1,000 cash allowance (in the form of a check) for meals, incidentals, and shopping. Sponsors will arrange travel for the winner

(and guest) in Sponsors' sole discretion. Trip must be taken no later than December 31, 2010 (Total ARV: US \$7,100).

OR,

The CES VIP Experience:

The CES VIP Experience includes a trip for two (2) to Las Vegas, Nevada (NV), U.S.A where the winner and guest will be invited to an exclusive BlackBerry CES party with VIP treatment and limousine transportation to and from the event. **Note: individuals must be twenty-one (21) years of age or older to gamble or consume alcohol in Las Vegas, NV. Sponsors and Promotion Administrators do not encourage, endorse or otherwise support the consumption of alcohol by any winners or their travel guests.**

If winner is from the United States, District of Columbia or Canada (excluding the province of Quebec), trip includes a four (4) day, three (3) night trip for two (2) to Las Vegas, NV, including two (2) economy class round-trip airfare tickets from an airport closest to winner's residence from within United States, or Canada (excluding the province of Quebec) (ARV: up to \$1,173 per person per airline ticket and based on place of origin) (ARV: up to \$2,346), hotel accommodations (3 star or higher rating) for three (3) nights, one (1) standard double occupancy room and tax only (incidentals are not included) (ARV: \$765), limo pickup to/from airport (ARV: \$569), CES Registration for 2 (ARV: \$200) and \$750 cash allowance (in the form of a check) for meals, incidentals and shopping. Sponsors will arrange travel for the winner (and guest) in Sponsors' sole discretion. Trip must be taken no later than December 31, 2010 (Total GP ARV: \$4,630).

If winner is from the United Kingdom, trip includes a four (4) day, three (3) night trip for two (2) to Las Vegas, NV, including two (2) economy class round-trip airfare tickets from an airport closest to winner's residence from the United Kingdom (ARV: up to \$1,173 per person per airline ticket and based on place of origin) (ARV: up to \$2,346), hotel accommodations (3 start or higher rating) for three (3) nights, one (1) standard double occupancy room and tax only (incidentals are not included) (ARV: \$1,015), limo pickup to/from airport (ARV: \$569), CES Registration for 2 (ARV: \$200) and cash allowance for meals, incidentals and shopping (ARV: \$750). Sponsors will arrange travel for the winner (and guest) in Sponsors' sole discretion. Trip must be taken no later than December 31, 2010 (Total ARV: \$4,880)

Actual value of trip may vary based on point of departure and airfare fluctuations. Any difference between stated approximate retail value and actual value of Grand Prize will not be awarded. Selection of airline and hotel are solely in Sponsors' discretion. Winners are solely responsible for all expenses and costs associated with acceptance and/or use of the prizes not specifically stated herein as being awarded, including, without limitation, travel from winner's residence to and from airport, ground transportation, travel insurance, security and airport fees, taxes, insurance, gasoline, meals, entertainment, gratuities, and souvenirs. Exact travel dates and arrangements subject to availability. Winner and travel guest must travel on same itinerary. A minor may accompany winner as a travel guest

only if the winner is the minor's parent or legal guardian. Minors must be accompanied at all times during trip (including, but not limited to, in-flight, hotel stay and all prize-related events) by minor's parent or legal guardian. Adult travel guests must sign and return a Release of Liability and a Publicity form (if permitted by law) before any ticketing of travel occurs. A parent or guardian of each minor guest (if applicable) must sign and return a Release of Liability, Consent, and a Publicity form (if permitted by law) on their minor's behalf and return these documents to a Promotion Administrator prior to ticketing of prize to winner. Winner and guest must have all necessary identification and/or travel documents (e.g., a valid relevant passport and/or driver's license from their relevant country of residency) required for travel.

Top 20 BlackBerry Storm Evangelists Prizes: Twenty (20) Top 20 Prizes will be awarded (one (1) Top 20 prize to each Top 20 winner) comprised of: one (1) "swag bag" of BlackBerry Storm products and accessories including one (1) Charging POD (ARV \$50.00), one (1) Pocket – Indigo (ARV \$30.00) and one (1) Premium Multimedia Headset (ARV \$90.00). Total ARV: \$170.00 Grand Total ARV: (\$3,400).

Most Viral: One (1) winner, selected by a panel of 5 judges from Sponsors from the top 200 Most Viral entries from Consumer Phase 1, will win \$500 (in the form of a check) and one (1) swag bag of BlackBerry Storm products and accessories including one (1) Charging POD (ARV \$50), One (1) Pocket – Indigo (ARV \$30), and one (1) Premium Multimedia Headset (ARV \$90). (ARV: \$170) (Total ARV: \$670).

All prizes valued in U.S. Dollars.

Prizes are non-transferable, with no cash redemptions, equivalents or substitutions except at Sponsor's sole and absolute discretion. Sponsor reserves the right to substitute a prize of equal or greater value should any prize not be available for any reason.

APPROXIMATE WINNER NOTIFICATION DATE: Entrants who advance to **Consumer Phase 2** will be notified on or about October 30, 2009 by email. Entrants who advance to the **Final Round** will be notified on or about December 1, 2009 by email. All potential winners will be notified on or about December 15, 2009 and are subject to verification. If a Potential Winner is found not to be eligible or not in compliance with these Official Rules, or if prize notification or any prize is returned as undeliverable, the Potential Winner will be disqualified from the Contest. Winners will be required to complete, sign and return an Affidavit of Eligibility/Liability Release, and, where lawful, a Publicity Release, within fourteen (14) days of attempted notification or prize will be forfeited. Sponsors are not responsible for any change of email address, mailing address and/or telephone number of entrants.

By accepting a prize, the winner agrees that his or her Entry will be deemed a Work Made For Hire under the Copyright laws of the United States, but if it cannot be so deemed, then the winner irrevocably assigns and transfers to Sponsors all of his/her right, title and interest in and to his/her Entry including all but not limited to all copyright and trademark rights which he or she may have, in Canada, the United States and worldwide, therein, for

consideration, the receipt and sufficiency of which is hereby acknowledged. Winner hereby waives in favor of Sponsors, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that winner may now or later have to their Entry. Sponsors reserve the right to alter, change or modify the winning Entry, in its sole discretion. Upon request of Sponsors, winner shall execute and deliver such additional instrument of assignment, as may be solely deemed by Sponsors, reasonably necessary to establish the ownership of record of the right, title and interest in and to the Entry and of the copyrights transferred and “Moral Rights of Authors” waived under these Official Rules. Should Sponsors fail to request the said assignment as stated, that shall not be deemed a waiver of Sponsors’ rights and Sponsors may at a later time request the assignment. Further, Sponsors may request from winner, that the winner secure from any photographer or videographer an irrevocable assignment and transfer to Sponsors all of any photographer’s or videographer’s right, title and interest in and to the winner’s Entry, including all but not limited to all copyright and trademark rights which he or she may have, in Canada, the United States and worldwide, therein, for consideration, the receipt and sufficiency of which is hereby acknowledged. The photographer or videographer may be required to waive in favor of Sponsors, all rights of “Droit Moral” or “Moral Rights of Authors” or any similar rights or principles of law that the photographer or videographer may now or later have in the Entry. Should Sponsors fail to request the said photographer’s assignment or videographer assignment as stated, that shall not be deemed a waiver of Sponsors’ rights and Sponsors may at a later time request the assignment(s).

INTERNET: Sponsors and Promotion Administrators reserve the right to void all attempts by Entrant and/or his/her family and/or friends to share Entries using multiple names or email addresses and/or any other fraudulent mechanism, including but not limited to script, macro, robotic, automatic, mechanical, programmed or similar duplication method, as determined by Sponsors in their sole discretion, and shall give Sponsors the right to disqualify Finalist/Entrant in its sole discretion. Sponsors are not responsible for incorrect or inaccurate Entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the processing of the Entries. Sponsors reserve the right, in their sole discretion, to cancel or suspend this Contest should fraud, virus, bugs or other causes beyond the control of Sponsors corrupt the administration, security or proper play of the Contest. In the event of cancellation, Sponsors will award the prizes from among all eligible, non-suspect Entries received prior to cancellation. Sponsors are not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions or network connections that are human or technical in nature.

Please see Sponsors’ Privacy Policies located at http://na.blackberry.com/eng/legal/privacy_policy.jsp for Canada and the U.S. or at http://uk.blackberry.com/legal/privacy_policy.jsp for the United Kingdom for details regarding the use of personal information collected in connection with this Contest. Automated entries are prohibited, and any use of automated devices, software or other methods will cause disqualification. Sponsors reserve the right at its sole discretion, to

disqualify any individual (and all of his or her Entries) who tampers with the entry process. All Entries become property of the Sponsors, and none will be returned.

GENERAL TERMS/CONDITIONS: If a prize, or any portion thereof, cannot be awarded for any reason, Sponsors reserve the right to substitute prize with another prize of equal or greater value. As a condition of submitting an Entry, and to the extent permitted by applicable laws, entrants agree: (a) to release Sponsors, Brickfish, and any third party(ies) retained by or on behalf of Sponsors for the purposes of executing and administering the Contest and each of their respective affiliates, subsidiaries, retailers, sales representatives, and distributors, and each of their officers, directors, employees and agents (collectively, "**Promotion Administrators**"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize, and prize-related activity including any traveling related thereto; (b) *under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, punitive, incidental, consequential, or any other damages, other than for actual out-of-pocket expenses*; (c) to the extent permitted by applicable law, all causes of action arising out of or connected with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, excluding reasonable attorneys' fees and court costs. Except where prohibited by law, winners grant (and agree to confirm this grant in writing, if requested) permission for Sponsors and those acting under its authority to use his/her name, photograph, voice and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented or developed without territorial or time limitations and without additional compensation.

NOTE: Brickfish and Sponsors may run multiple campaigns, contests or sweepstakes simultaneously on the Brickfish.com website. Unless stated in these Contest Official Rules, entry into the Contest does not constitute entry into any other.

GOVERNING LAW:

This Contest is governed by and is to be interpreted, construed and enforced in accordance with the laws of the Province of Ontario and federal laws of Canada applicable therein, without regard to conflict of law principles. By entering the Contest you hereby irrevocably attorn and submit to the exclusive jurisdiction of the courts in the Province of Ontario.

Any provision in these Official Rules which is held to be invalid or unenforceable for any reason by any court, governmental department, body or tribunal, or in any applicable jurisdiction shall be ineffective to the extent of such invalidity or unenforceability and will not invalidate or render unenforceable the remaining provisions hereof and should any provision be held invalid or unenforceable in an applicable jurisdiction such provision shall not be invalidated or rendered unenforceable in any other jurisdiction.

SPONSORS:

The Sponsor of the Contest in Canada is Research In Motion Limited at 295 Phillip Street, Waterloo, Ontario N2L 3W8 Canada.

The Sponsor of the Contest in the United States is Research In Motion Corporation at 122 West John Carpenter Parkway, Suite 430, Irving, Texas 75039 USA.

The Sponsor of the Contest in the United Kingdom is Research In Motion UK Limited (registered number 40 22 422), at Centrum House, 36 Station Road, Egham, Surrey TW20 9LF England.

Collectively, Research In Motion Limited, Research In Motion Corporation and Research In Motion UK Limited, makers of BlackBerry smartphones, are the Sponsors of the Contest.

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