

## BRICKFISH® SWEEPSTAKES OFFICIAL RULES

Fashion Your Passion

Sponsor Name and Address: This Sweepstakes is sponsored by Brickfish, 5930 Cornerstone Court West #190, San Diego, CA 92121. ("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 October 27, 2009 and ends at 11:30:00 PM (PT) on November 16, 2009 (the "Sweepstakes Period").

The drawing date will take place on or about December 16, 2009 ("Drawing Date"), and will determine the winner ("Selected Entrant").

Weekly Sweepstakes weeks are Tuesday 12:00:00 AM (PT) to Monday at 11:59:59 PM (PT) unless otherwise noted:

Week 1: 10/27 – 10/30

Week 2: 10/31 – 11/6

Week 3: 11/7 – Monday 11/16 at 11:30:00 PM (PT)

The Sweepstakes URL is located on Brickfish.com® at <http://www.brickfish.com/FashionYourPassion> ("Sweepstakes URL")

Description of Prizes and their retail value:

**Creator Sweepstakes (3):** Each sweepstakes week during the Sweepstakes Period one (1) winner who creates an entry will be randomly selected to receive \$250 cash or scholarship (ARV: \$250/ total ARV: \$750).

**Voter/Reviewer/Sharer Sweepstakes (3):** Each sweepstakes week during the Sweepstakes Period one (1) winner who reviews, shares, or votes for an entry will be randomly selected to receive \$150 cash or scholarship (ARV: \$150/ total ARV: \$450).

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

**ELIGIBILITY:** No purchase necessary. Sweepstakes is open to members of Brickfish.com® who have registered accounts, who are legal residents of the fifty (50) United States, the District of Columbia or Canada (excluding Quebec), 13 years or older at the time of entry and have completed account registration prior to the end of the contest. (All persons under the age of majority must have parent/guardian written permission to participate – see below for Special Minor Instructions). Contestants 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 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 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:**

### **Creator Sweepstakes**

Go to Brickfish.com® and register or log in. CREATE an entry in the Makeover Your Makeup Bag or How Does Priscilla of Boston Inspire You? campaign. Entries must comply with the rules for the campaign.

[Click here](#) to view the complete campaign rules and regulations for Makeover Your Makeup Bag.

[Click here](#) to view the complete campaign rules and regulations for How Does Priscilla of Boston Inspire You?,

### **Voter/Reviewer/Sharer Sweepstakes**

Go to Brickfish.com and register or log in. REVIEW, SHARE, or VOTE for an entry in the Makeover Your Makeup Bag or How Does Priscilla of Boston Inspire You? campaign. You must be logged into Brickfish.com when voting, sharing, entering or reviewing. Only reviews made during the Submission Period for each specific campaign and that are specific regarding the entry being reviewed will be valid. Each vote or eligible review while logged in will be an entry to the Sweepstakes. There is no limit to the number of entries in the Sweepstakes you can earn, however you may only vote for each submission once per day per entry and you may only vote for your own submission once during the campaign. Share any submission using the auto-post, embed or “post link to” tools. You must be logged into Brickfish.com when sharing. Each unique auto-post or embed post that is viewed or “post link to” that is clicked on an external website during the Submission Period for each specific campaign will be an entry to the Sweepstakes.

**SPECIAL MINOR INSTRUCTIONS:** All minors must get their parents’ permission to enter this Sweepstakes. In the event a Contestant is considered a minor under law, Parent or guardian must sign all permissions and releases prior to the minor being awarded a prize. In the event air travel is provided, an additional ticket will be awarded for the minor to be accompanied ONLY by a parent or guardian.

**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). If the winner is a Canadian resident, s/he will be required to answer a skill-based question to determine whether s/he will be a Selected Entrant. By replying to the email, which may contain a declaration of eligibility / liability / publicity release ("Release"), Selected Entrants allow Sponsor to use their name and picture for marketing purposes, unless prohibited by law. In some cases, Selected Entrant may also be required to provide name, U.S. Social Security Number (for tax form purposes), birth date, current address and phone number. 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 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:** 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 Rules. By participating, entrants agree to be bound by these complete Official 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 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 Releases) 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, likeness, and hometown name and/or prize information of selected entrant as part of that publicity, without any compensation or prior review 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 it finds to be tampering with the entry process or the operation of the Sweepstakes or violating these Official 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. Sponsor shall destroy all mail-in entries after 90 days. Disputes regarding these Official Rules and/or this Sweepstakes will be governed by the internal laws of the State of California.

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.

**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 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 end. Rules also available on-line at the Sweepstakes URL.

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