

BARE ESSENTUALS

RETHINK WHAT MATTERS PROMOTION OFFICIAL RULES

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

1. Eligibility: Bare Escentuals – Rethink What Matters Promotion (the “Promotion”) is open only to legal residents of the fifty (50) United States (including the District of Columbia) who are at least eighteen (18) years old at the time of entry. Employees of Bare Escentuals Beauty, Inc., Heat, Instrument, ePrize, LLC, and their respective parent and affiliate companies, suppliers as well as the immediate family (spouse, parents, siblings, children and in-laws) and household members of each such employee are not eligible. Subject to all applicable federal, state and local laws and regulations. Void where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s and Administrator’s decisions, which are final and binding in all matters related to the Promotion. Winning a prize is contingent upon fulfilling all requirements set forth herein. The Promotion consists of a random draw sweepstakes (the “Sweepstakes”) and an instant win game (the “Instant Win Game”).

2. Sponsor: Bare Escentuals Beauty, Inc., 71 Stevenson Street, 22nd Floor, San Francisco, CA 94105. **Administrator:** ePrize, LLC, One ePrize Drive, Pleasant Ridge, MI 48069.

3. Timing: The Promotion begins on January 22, 2010 at 12:00 a.m. Eastern Time (“ET”) and ends on March 26, 2010 at 11:59 p.m. ET (the “Promotion Period”). For the purposes of this promotion, a week (“Week”) is defined as beginning at 12:00 a.m. ET each Friday and ending at 11:59:59 p.m. ET the following Thursday, except for the last Week of the Promotion which will begin at 12:00 a.m. ET Friday, March 19, 2010 and end at 11:59 p.m. ET the following Friday, March 26, 2010. Administrator’s computer is the official time keeping device for this Promotion.

4. How to Enter: During the Promotion Period, visit www.rethinkwhatmatters.com and complete a short survey. Once you have completed the survey, you will proceed to a page where you will see an option to share a Facebook comment, an option to share a Twitter “tweet” and a “Tell A Friend” form. By clicking on a link, you will be provided directions on how to send a message to your friends through the respective outlet. Once completed, you will be presented with a thank you message and will also automatically receive one (1) Sweepstakes entry and receive one (1) Instant Win Game play for that day. The Instant Win Game results will be immediately displayed and potential winners will receive an email (sent to the registered email address) with directions for validation in the notification email. Sponsor is not responsible for a potential winner’s failure to receive the notification email for any reason, including due to such email being blocked by spam filtering software. All potential winners are subject to verification before any prize will be awarded. Administrator is responsible for the functionality of the Instant Win Game.

Limit: Each participant may enter/play one (1) time per day during the Promotion Period. Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than the stated number of plays/entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will void that entrant’s plays/entries and that entrant may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected registrations, which will be disqualified. In the event of a dispute as to any registration or play, the authorized account holder of the email address used to register will be deemed to be the registrant or player. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the authorized account holder.

5. Sweepstakes/Instant Win Game: Administrator is an independent judging organization whose decisions as to the administration and operation of the Promotion and the selection of potential winners are final and binding in all matters related to the Promotion. Sweepstakes: Administrator will randomly select the potential Sweepstakes winners from all eligible entries on or around March 29, 2010. Instant Win Game: Three thousand nine hundred (3,900) random, computer-generated winning times, one for each prize listed below, will be generated during the Promotion Period. All the random winning times for each prize type will be generated during a specific Week of the Promotion Period as outlined in Section 8 below. If you are the first player to play the Instant Win Game at or after one of the randomly generated times, you will be a potential instant winner of the prize indicated.

6. ALL POTENTIAL WINNERS ARE SUBJECT TO VERIFICATION BY SPONSOR OR ADMINISTRATOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE PROMOTION. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE INSTANT WIN GAME OR SWEEPSTAKES SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY, AND THE POTENTIAL INSTANT WIN GAME WINNER AND/OR SWEEPSTAKES WINNER HAVE BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE. SPONSOR WILL NOT ACCEPT SCREEN SHOTS OR OTHER EVIDENCE OF WINNING IN LIEU OF ITS VALIDATION PROCESS. ANY PLAY THAT OCCURS AFTER THE SYSTEM HAS FAILED FOR ANY REASON IS DEEMED A DEFECTIVE PLAY AND IS VOID AND WILL NOT BE HONORED.

7. Verification of Potential Winners: Potential winners must continue to comply with all terms and conditions of these Official Rules, and winning is contingent upon fulfilling all requirements. The potential Sweepstakes winners will be notified by email. Each potential Sweepstakes Prize winner (parent/legal guardian if winner is a minor in his/her state of residence) will be required to sign and return to ePrize, within ten (10) days of the date notice is sent, an Affidavit of Eligibility, Liability and Publicity Release (except where prohibited) in order to claim his/her prize if applicable. If a potential winner of any prize cannot be contacted, or fails to sign and return the Affidavit of Eligibility, Liability and Publicity Release within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. In the event that a potential winner of a Sweepstakes Prize, or an Instant Win Game Week 3 through Week 9 Prize, is disqualified for any reason, Sponsor will award the applicable prize to an alternate winner by random drawing from among all remaining eligible entries. There will be three (3) alternate drawings after which the prize will remain unawarded. Unclaimed Instant Win Game Week 1 and 2 Prizes will not be awarded. Instant Win Game Prizes will be fulfilled approximately 8-10 weeks after the conclusion of the Promotion.

8. Prizes:

Sweepstakes Prize: ONE (1) GRAND PRIZE: Winner's choice of one (1) of the following five (5) trips:

a. A trip for two (2) to Paris, France. Trip package includes roundtrip coach-class air transportation for two (2) from an airport near winner's home (determined by Sponsor in its sole discretion) to Paris, France; Seven (7) nights' accommodations at the Park Hyatt Paris-Vendôme (single room, double occupancy); \$1,000.00 spending money; two (2) tickets for a Double Decker Paris bus tour; and meals during trip (number of meals and exact menus determined by Sponsor in its sole discretion).

b. A trip for two (2) to Costa Rica. Trip package includes roundtrip coach-class air transportation for two (2) from an airport near winner's home (determined by Sponsor in its sole discretion) to Costa Rica; Seven (7) nights' accommodations at the Four Seasons Costa Rica (single room, double occupancy); \$1,000.00 spending money; a spa manicure, pedicure and massage for winner and guest; a guided tour (exact tour determined by Sponsor in its sole discretion); and admission for two (2) to winner's choice of a dance, fitness or cooking class (winner can choose from a list of classes determined by Sponsor in its sole discretion).

c. A trip for two (2) to Florence, Italy. Trip package includes roundtrip coach-class air transportation for two (2) from an airport near winner's home (determined by Sponsor in its sole discretion) to Florence, Italy; seven (7) nights' accommodations at the Hotel Kraft Florence (single room, double occupancy); ground transportation between airport and hotel; daily breakfast at the hotel (menu determined by Sponsor in its sole discretion) a private walking tour in Florence (details determined by Sponsor in its sole discretion); a Hot Air balloon ride for two (2) over Tuscany; Bare Escentuals Products (determined by Sponsor in its sole discretion) and \$1,000 spending money.

d. A trip for two (2) to Turks and Caicos. Trip package includes roundtrip coach-class air transportation for two (2) from an airport near winner's home (determined by Sponsor in its sole discretion) to Turks and Caicos; seven (7) nights' accommodations at Beaches Turks & Caicos All-inclusive Resort (single room, double occupancy); ground transportation between airport and hotel; meals and drinks for length of stay (exact menus determined by Sponsor in its sole discretion); \$500 hotel credit toward spa treatments; Bare Escentuals Products as determined by Sponsor in its sole discretion; and \$1,000 spending money.

e. A trip for two (2) to Asia. Trip package includes roundtrip coach-class air transportation from airport near winner's home (determined by Sponsor in its sole discretion) to Hong Kong or Beijing, China (destination determined by Sponsor in its sole discretion); six (6) nights' accommodations at a hotel determined by Sponsor (single room double occupancy); ground transportation between airport and hotel; private tour of the city (details determined by Sponsor in its sole discretion); Bare Escentuals Products (determined by Sponsor in its sole discretion); and \$1,000 spending money.

The estimated Approximate Retail Value ("ARV") of each trip is \$12,500. The actual value of each trip may vary based on point of departure and other variables; in the event that the actual retail value of the trip is less than the estimated ARV, the difference will not be awarded.

ONE (1) FIRST PRIZE: A Trip for two (2) to the Enchantment Resort and Mii Amo Spa in Arizona. Trip package includes roundtrip coach-class air transportation from an airport near winner's home (determined by Sponsor in its sole discretion) to Sedona, Arizona; two (2) nights' accommodations at hotel determined by Sponsor in its sole discretion (single room, double occupancy); spa meals for length of stay (menus determined by Sponsor in its sole discretion); two (2) 60-minute and one (1) 90-minute spa services for winner and guest (exact services determined by Sponsor in its sole discretion); new athletic apparel (determined by Sponsor in its sole discretion); Bare Escentuals Products (determined by Sponsor in its sole discretion); and \$500 spending money. Estimated ARV: \$5,000. The actual value of each trip may vary based on point of departure and other variables; in the event that the actual retail value of the trip is less than the estimated ARV, the difference will not be awarded.

ONE (1) SECOND PRIZE: \$1,500 for winner to use towards planning a party for themselves and ten (10) guests.

Odds of winning a Sweepstakes Prize depend on the number of eligible entries received during the Promotion Period. Limit: One (1) Sweepstakes Prize per person.

Instant Win Game Prizes: The prize for which you are eligible, depends on the Week that you participate as outlined in the chart on the following page.

Week	Prize Description	Prize ARV	Quantity Awarded
1	Flawless Definition Mascara	\$18	500
2	Blush - type to be determined	\$18	500
3	SPF 15 Foundation	\$28	500
4	Rare Eye Cream	\$28	500
5	Tutorials Smoky Eye Kit	\$32	500
6	Winner's Choice of three (3) 100% Natural Lip Products (Limited to (1) 100% Natural lipgloss, (1) 100% Natural lipliner, and (1)100% Natural lipcolor.)	\$41	500
7	Get Started Kit	\$60	500
8	A \$100 Bare Escentuals Shopping Spree gift card; winner can shop at a Bare Escentuals boutique or online	\$100	200
9	A \$250 Bare Escentuals Shopping Spree gift card; winner can shop at a Bare Escentuals boutique or online	\$250	200

A separate shipping fee will be required upon online redemption.

Odds of winning an Instant Win Game prize depend on the number of eligible Instant Win Game plays received each Week during the Promotion Period and the randomly generated winning time. Limit: One (1) Instant Win Game prize per Week.

For Digital Gift Card Prizes: Gift Cards do not expire in CA, CT, FL, IL, ME, MN, MT, NC, NH, OR, RI, TN, AND WA. In all other states, gift cards expire seven (7) years from the date of issuance.

For All Prizes: No cash equivalent and all prizes are non-transferable and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winners are responsible for all taxes and fees associated with prize receipt and/or use. TOTAL ARV OF ALL PRIZES: \$201,500.

9. Release: By receipt of any prize, winner agrees to release and hold harmless Sponsor, Heat, Instrument, ePrize, LLC, and their respective subsidiaries, affiliates, suppliers, distributors, advertising/promotion agencies and each of their respective parent companies and each such company's officers, directors, employees and agents (collectively, the "Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in the Promotion or receipt or use or misuse of any prize.

10. Publicity: Except where prohibited, participation in the Promotion constitutes winner's consent to Sponsor's and its agents' use of winner's name, likeness, photograph, voice, opinions and/or hometown and state for promotional purposes in any media, worldwide, without further payment or consideration.

11. General Conditions: Sponsor reserves the right to cancel, suspend and/or modify the Promotion, or any part of it,

if any fraud, technical failures or any other factor beyond Sponsor's reasonable control impairs the integrity or proper functioning of the Sweepstakes or Instant Win Game, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the prizes at random from among the eligible entries received up to the time of the impairment. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or Instant Win Game or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes or the Instant Win Game may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

12. Limitations of Liability: The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Promotion; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (3) unauthorized human intervention in any part of the entry process or the Promotion; (4) technical or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Promotion or receipt or use or misuse of any prize. If for any reason an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes or Instant Win Game play, provided that if it is not possible to award another entry due to discontinuance of the Promotion, or any part of it, for any reason, Sponsor, at its discretion, may elect to hold a random drawing from among all eligible entries received up to the date of discontinuance for any or all of the prizes offered herein. No more than the stated number of prizes will be awarded. In the event that production, technical, seeding, programming or any other reasons cause more than stated number of prizes as set forth in these Official Rules to be available and/or claimed, Sponsor reserves the right to award only the stated number of prizes by a random drawing among all legitimate, unawarded, eligible prize claims.

13. Disputes: Except where prohibited, entrant agrees that: (1) any and all disputes, claims and causes of action arising out of or connected with this Promotion or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court for the Eastern District of Michigan (Southern Division) or the appropriate Michigan State Court located in Oakland County, Michigan; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (3) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Promotion, shall be governed by, and construed in accordance with, the laws of the State of Michigan, without giving effect to any choice of law or conflict of law rules (whether of the State of Michigan or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Michigan.

14. Entrant's Personal Information: Information collected from entrants is subject to the Sponsor's Privacy Policy (<http://bareescentuals.com/on/demandware.store/Sites-BareEscentuals-Site/default/CustService-Policies>) and ePrize's Privacy Policy (<http://www.eprize.com/privacy-policy>).

15. Winner List: Winner List requests will only be accepted after the promotion end date (listed above) and no later than July 26, 2010. For the Winner List, send an email with subject line: Bare Escentuals - Rethink What Matters, Winner List Request," to WinListRequests@eprizefulfillment.com.

BARE ESSENTUALS

RETHINK WHAT MATTERS ABBREVIATED RULES

1. ABBREVIATED RULES for TV and Radio

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 AND OLDER. VOID WHERE PROHIBITED. Promotion ends 3/26/10. For Official Rules, and complete details, visit www.rethinkwhatmatters.com. Sponsor: Bare Escentuals Beauty, Inc.

2. ABBREVIATED RULES for Print

NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. LEGAL RESIDENTS OF THE 50 UNITED STATES (D.C.) 18 YEARS AND OLDER. VOID WHERE PROHIBITED. Promotion ends 3/26/10. For Official Rules, prize descriptions and odds disclosure, visit www.rethinkwhatmatters.com. Sponsor: Bare Escentuals Beauty, Inc., 71 Stevenson Street, 22nd Floor, San Francisco, CA 94105.

3. Abbreviated rules for online Ads – Banner

NO PURCHASE NECESSARY. Ends 3/26/10. To play and for Official Rules, visit www.rethinkwhatmatters.com.

4. Abbreviated Rules for online Ads – Not a Banner

NO PURCHASE NECESSARY. Legal residents of the 50 United States (D.C.) 18 years and older. Ends 3/26/10. To play and for Official Rules, including odds, and prize descriptions visit www.rethinkwhatmatters.com. Void where prohibited.