OFFICIAL TERMS AND CONDITIONS

<u>Promotion Timing:</u> The "Camp Happy Heart" Promotion ("Promotion") begins at 8:00:00 a.m. Eastern Time ("ET") on July 1, 2009 and ends at 3:59:59 a.m. ET on August 1, 2009 ("Promotion Period").

Overview:

- During the Promotion Period registered Guests of Build-A-Bearville™ that sign up for Camp Happy Heart ("Participants") will be assigned to a specific team where they will participate in specific camp related tasks and/or challenges ("Campers To-Do-List") to earn points for their team.
- As Participants sign up for the Promotion they will randomly be assigned to a team (the red team or the blue team) by Build-A-Bear Workshop®.
- On a daily basis at the first log in of the day (every 24 hours as defined below), or at the next log, a Participant will be presented with a Campers To-Do-List where they can complete task to earn points for their team each day.
- The maximum number of points that can be earned by a Participant in a day for their team during the Promotion Period is 100 points.
- Points are awarded as follows:
 - 25 points will be awarded to a camper's team for each of the three (3) To-Do-List Tasks successfully completed in a 24 hour period = maximum 75 points.
 - 25 extra points will be awarded to a camper's team if a Participant (camper) successfully completes all three (3) To-Do-List Tasks completed in a 24 hour period = maximum 25 points.
 - If a Participant does not successfully complete a task on the first attempt then he/she can continue to try and complete the task again as often as he/she wants in the same day.
- The team with the most points wins virtual Grand Prizes.
- There are a total of two (2) teams: red and blue
- Participants can sign up for Camp Happy Heart and participate in the Promotion any time during the Promotion Period
- A maximum of 90 tasks can be completed by any one Participant during the Promotion Period for a maximum total of 3,000 points per Participant.
- A day is defined 12:00:00 AM EST 11:59:59 PM EST except for the first day of the promotion in which a day is defined as 8:00:00 AM ET – 11:59:59 PM ET and the last day in which a day is defined as 12:00:00 AM ET-3:59:59 AM ET.

<u>Eligibility:</u> Open to anyone who has a registered character ("Citizen") at buildabearville.com; has an active buildabearville.com account; and subscribes to be a Camp Happy Heart camper ("Participants"). There is no cost to register and have a buildabearville.com account on the Build-A-Bearville online site, create a Character to use and play with on the Build-A-Bearville online site, or to be a Camp Happy Heart camper.

Virtual Prizes:

1 Grand Prize Winning Team: Each member of the team with the most points will receive the following:

- A water themed emoticon
- Camp Happy Heart themed swim cap
- Camp Happy Heart themed kid pool
- An animated campfire for their condo exterior

Runner-Up Team: Each member of the team with the second highest points will receive the following:

An animated campfire for their condo exterior

<u>Bear Bills:</u> Every Participant has the opportunity to win Bear Bills™ in their account.

- For every task successfully completed by a Participant during the Promotion Period the Participant will earn twenty-five (25) Bear Bills.
- Maximum of 3,000 Bear Bills.

Virtual Prizes will be placed into a Participant's account at the conclusion of the Promotion and no later than August 15, 2009. Prizes have no real world monetary value.

<u>Prize Restrictions:</u> All prizes will be awarded. Prizes are non-transferable and can not be exchanged or substituted except at the discretion of the Sponsor. Prizes are virtual digital prizes that can only be used within www.buildabearville.com and have no real world monetary value.

<u>Winner Notification:</u> If you are a winner of the Grand Prize, Runner-Up Prize or have earned Bear Bills you will receive a BearMail™ no later than 7:00 p.m. ET on August 15, 2009 notifying you that your prize has been placed in your account.

General Conditions: Odds of winning a Virtual Prize depend upon the total number of Participants in the Promotion and points earned by a team for accurately completing tasks from a Campers To-Do-List. Decisions of the Sponsor will be final and binding on all matters relating to this Promotion. Limit of one entry per registered Character. Entries made under multiple identities or through the use of any agent or other device or artifice to enter multiple times will be deemed invalid. By participating in this Promotion, Guests agree to comply with these Terms & Conditions as well as the Terms & Conditions of Build-A-Bearville which is available online at http://www.buildabearville.com/terms.html and any modified version of the same. Sponsor has the sole discretion to interpret and apply these Terms and Conditions for the Promotion. All questions or disputes regarding the Promotion will be resolved by Sponsor at its sole discretion, whose decisions will be final and binding in all respects. Guests acknowledge that Sponsor reserves the right to cancel or modify the Promotion at anytime. Should this occur, notice will be posted at the Build-A-Bearville site. Sponsor nor its respective affiliates, subsidiaries, advertising and promotion agencies, or Internet access providers are responsible for incorrect entry of information by quests in the Promotion; for technical malfunctions of any network or computer equipment software or any combination thereof or lost/delayed data transmission, or for entries that are incomplete, late, lost or misdirected. Promotion is void where prohibited or restricted by law. If Sponsor determines in its sole discretion that there is any suspected or actual electronic tampering with the Promotion or if technical difficulties compromise the integrity of the Promotion, the Sponsor at its sole discretion reserves the right to cancel or modify the Promotion. Should the Promotion be terminated prior to the stated expiration date, notice will be posted on the Build-A-Bearville site and the drawing will be conducted from among all non-suspect entries received prior to such time of cancellation. Any attempt by a Guest or any other individual to deliberately damage or undermine the legitimate operation of the Promotion is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. Sponsor's decisions will be final in all matters relating to the Promotion. U.S. law governs this promotion.

Sponsor: Build-A-Bear Workshop, Inc., 1954 Innerbelt Business Center Drive, St. Louis, MO 63114.