



## FTD® Makeover Magic Contest

### NO PURCHASE NECESSARY TO ENTER OR TO WIN

#### OFFICIAL RULES

VOID IN THE PROVINCE OF QUEBEC (CANADA) AND WHERE PROHIBITED BY LAW OR REGULATION.

THIS CONTEST IS OFFERED ONLY IN THE 50 STATES OF THE U.S., WASHINGTON, D.C. AND CANADA (EXCLUDING QUEBEC) AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

- 1. Description:** The **FTD Makeover Magic Contest** (the “Contest”) consists of a skill-based contest whereby an eligible entrant acting on behalf of a member of the FTD florist network, as further described in Section 2 below (each an “Entrant”), competes for a prize by answering a series of questions addressing why his/her flower shop interior (main customer-facing storefront only) needs a makeover (“Responses”), along with submitting photographs (“Photos”) of the existing interior space and storefront window display (each such submission of Responses and Photos referred to herein as a “Submission”). Entrants must not use materials (company tag lines, sayings, quotations, trademarks, etc.) that belong to third parties or are copyrighted in their Submissions or such Submissions will be disqualified. PARTICIPATION IN THIS CONTEST IS SUBJECT AT ALL TIMES TO COMPLIANCE WITH THESE CONTEST RULES AND WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. The period during which the Submission must be submitted for this Contest begins at 12:00:01 a.m. PDT on Wednesday, June 21, 2017, and ends at 11:59:59 p.m. PDT on Friday, July 22, 2017 (“Submission Period”).
- 2. Eligibility:** This Contest is open only to permanent legal residents of the 50 United States and Washington, D.C. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions) and Canada (excluding Quebec) who are physically located and residing therein and who warrant and represent that they and/or their Submissions, as applicable, meet all of the following requirements as of the time their entry into the Contest is deemed complete: (a) they are 18 years of age or older; (b) they are entering on behalf of a member in good standing of the FTD florist network who has approved the entry and is willing to receive the makeover prize (c) the author of the Responses has not been paid to write the Responses; (d) they possess a social security number, or federal tax identification number issued by the appropriate government agency at time of entry; (e) they had all the tools necessary to produce their Submissions (and did not purchase them for purposes of entering into the Contest); and (f) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, the Contest Official Rules. Employees of Sponsor (defined below) and those involved in the development, handling, production, implementation and distribution of this Contest, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, prize suppliers, or any other persons/entities directly associated with this Contest (collectively “Contest Entities”) and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter this Contest. Limit: One entry per FTD florist network member.
- 3. How to Enter:** During the Contest Period, Entrant must submit (a) his/her completed Responses at [FTDi.com/Makeover](http://FTDi.com/Makeover) and (b) Photos by email to [floristrelations@FTDi.com](mailto:floristrelations@FTDi.com). Any attempted form of entry into this Contest other than as described herein is void. By submitting a Submission, each Entrant represents and warrants that the Responses and Photos are his/her original creation in accordance with these Official Rules, have not been copied in whole or in part from any other work, do not violate or infringe any copyright, trademark, privacy, publicity or other proprietary right of any person or entity, are his/her sole and exclusive property and have been submitted with the permission of the FTD florist network member that is the subject of the Responses and Photos. By submitting a Submission, each Entrant further represents and warrants that he/she has all necessary rights to grant Sponsor the publication and use rights set forth below. As determined by Sponsor in its sole discretion, Responses or Photos that include material unfit for publication, objectionable material, material that defames or invades the publicity or privacy rights of any person, living or deceased, or otherwise infringe upon any third party’s personal or proprietary rights will not be accepted and such Entrant(s) will not be eligible to receive entry into this Contest. By entering this Contest, Entrant (his/her parent/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) grants Sponsor the right: (i) to post/publish any and all submitted Responses and Photos on websites and/or other web pages (such as FTD’s Mercury Network page on Facebook) owned, operated by or affiliated with the Sponsor (the “Websites”) and any other present or future media in which it is or may be published, including, without limitation electronic databases, without further compensation; and (ii) to modify, edit, adapt, and electronically alter submitted Responses and/or Photo(s) without compensation or further notice to Entrant. Although Sponsor is granted the rights

herein, it is not obligated to, nor does it represent or warrant that any Responses or Photo(s) submitted by Entrant will be published on the Websites or otherwise, or that such publication will be free of technical errors, problems or compatibility issues and Sponsor shall have no liability related thereto.

**4. Winner Selection and Notification:** The potential winner will be selected according to the judging criteria described below by the FTD Florist Marketing team and J. Keith White from among all eligible Submissions received during the Submission Period on or about Monday, August 1, 2017. Sponsor reserves the right, in its sole discretion, to select no finalists or extend the Submission Period if an insufficient number of eligible, complete, tasteful, appropriate or generally qualified Submissions are received. Submissions will be judged based upon the following criteria: 1) compelling original Responses (25 points); 2) clarity of expression in the Responses (25 points); and 3) quality of Photos (25 points). Each Submission will receive a score based on seventy-five (75) total possible points ("Judging Score"). In the event of a tie, the Entrant whose Responses receive the higher score for "compelling original responses" will be declared a finalist. In the event of a further tie, the Entrant whose Responses receive the higher score for "clarity of expression" will be declared a finalist. In the event of a further tie, the Entrant whose Photos receive the higher score will be declared the finalist. In the event of a further tie, Sponsor in its sole discretion shall choose a potential winner based on an evaluation of the tied entries to determine which Submission is superior overall taking all categories into consideration. Sponsor or its representatives will notify the potential winner by email (at the email address provided by Entrant in his/her Submission) within forty-eight (48) hours from the time he/she was determined a potential winner as described above. Potential winner (if a resident of a jurisdiction that deems him/her to be a minor, his/her parent or legal/guardian) will have three (3) business days from the date of the notification email to respond. If the potential winner does not respond to the email notification within this time frame, he/she may be disqualified and an alternate potential winner may be selected from among the other Entrants at Sponsor's sole discretion. If the Prize notification cannot be delivered or is returned as undeliverable, the potential winner forfeits the Prize. In the event that the potential winner does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the Prize to an alternate winner selected from among the other Entrants at its sole discretion.

**5. Prize: One (1) prize will be awarded to the FTD florist network member associated with the winning Submission.** The prize consists of a makeover of the flower shop interior (main customer-facing interior storefront only), led by an FTD Education Consultant (the "Prize"). **Approximate Retail Value ("ARV") of Prize is Four Thousand Nine Hundred Dollars (\$4,900 US).** The value of the Prize represents Sponsor's good faith determination of the ARV thereof and cannot be challenged or appealed. In the event the ARV of the Prize (or Prize component) is more than the actual retail value of the Prize (or Prize component), the difference will not be awarded in cash or otherwise. If a winner forfeits the Prize, the Prize forfeiture will serve as complete fulfillment of the obligation by the Sponsor and no additional compensation will be awarded. The winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer or cash equivalent for the Prize (or Prize component) is permitted. All federal, state, local or other taxes are the sole responsibility of the Prize winner. Prize winner will receive a 1099 from the Sponsor for the total ARV of the Prize (stated herein). **THE PRIZE IS 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 PURPOSES). ACCEPTANCE, PARTICIPATION IN AND/OR USE OF THE PRIZE ARE AT THE WINNER'S SOLE RISK, AND SPONSOR IS NOT RESPONSIBLE FOR DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF THE PRIZE. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF THE WINNER.** Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

**6. General Conditions and Disclaimers:** This Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this Contest, Entrants agree to waive any right to claim any ambiguity or error in the Official Rules of this Contest, judging procedures or this Contest itself, and agree to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. A potential winner (if a resident of a jurisdiction that deems winner to be a minor, his/her parent or legal/guardian) may be required to sign, have notarized and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where legal), IRS Form W-9, and/or any other documentation that Sponsor may require (collectively "Affidavit/Release"), within five (5) days after receipt or such potential winner may be disqualified and an alternate potential winner may be selected from among the remaining Entrants at Sponsor's sole discretion. By accepting the Prize, the winner (his/her parent/legal guardian if the winner is a resident of a jurisdiction that deems him/her to be a minor) attests to the authenticity of his/her winning Submission and to the provisions stated in these Official Rules and compliance with these Official Rules. The Contest Entities are not responsible or liable for multiple Submission in excess of the stated limit, Submissions that are entered by other than human means (such as by an automated computer program or any non-human

method) or that are mechanically duplicated, late, destroyed, incomplete, lost, misdirected, forged, damaged, tampered with, or Submissions that are otherwise not in compliance with these Official Rules (whether due to the fault of the Entrant, Sponsor, or any other Contest Entity), and all such Submissions will be disqualified. Sponsor has the right to use, assign or dispose of Submissions however it sees fit without approval of or compensation to entrant or any third party. If, for any reason, Contest is not capable of running as originally planned, Sponsor at its sole discretion, reserves the right to cancel, suspend or modify this Contest or any portion(s) thereof and conduct the judging from among all salvageable eligible Submissions received, if any, in a manner that is fair and equitable as determined by Sponsor. Any person attempting to defraud Sponsor or tamper with this Contest in any way will be prosecuted to the full extent permitted by law and will not be eligible for the Prize. Once submitted, Submissions become the sole property of the Sponsor and will not be acknowledged or returned. Each Entrant (his/her parental/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) agrees to indemnify and hold harmless the Contest Entities from any and all liability resulting or arising from use of any Submissions or participation in this Contest. Except where prohibited by law: (a) the winner's (winner's parental/legal guardian if winner resides in a jurisdiction that deems him/her to be a minor) acceptance of the Prize constitutes permission for the Contest Entities to use such winner's name, address (city and state), Submission, photo, likeness, biographical information, statement and voice for advertising/trade/publicity purposes worldwide and in all forms of media in perpetuity, without further notice to or compensation in connection with said Contest or the Prize awarded; (b) the winner hereby grants to Sponsor a non-exclusive, fully-paid, irrevocable, royalty-free, sub-licensable and transferable worldwide license to use, re-use, reproduce, transmit, display, distribute, re-distribute, copy, store, modify, adapt, translate, create derivative works based upon and publicly perform the contents of the Submission, in whole or in part, in all media, formats and channels now known or hereafter devised, for the duration of the rights in each country, area and space, and throughout the universe, in perpetuity and in all languages, formats and versions; and (c) Sponsor has the right to modify, edit, adapt, electronically alter, use, assign and/or dispose of such Submissions however it sees fit and for any purpose without any notice or compensation to the winner or any third parties. An authorized representative of the **FTD florist network member associated with the winning Submission** must sign a liability and publicity release related to makeover work and use of before and after images of the makeover in all media for promotional purposes before makeover commences. Sponsor reserves the right to modify the Contest and/or these Official Rules without notice if required by law.

**7. Release From Liability of Contest Entities:** By participating, entrants agree that Contest Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with this Contest (including, but not limited to, misprinted or typographical errors on the Contest promotional materials), including participation, disputes over judging procedures, acceptance/possession and/or use or misuse, and/or defect of the Prize, even if caused by the negligence of the Sponsor and/or Contest Entities. Entrants agree to indemnify and hold harmless the Contest Entities, including without limitation the Sponsor, and each of them from and against any and all liability, damages, costs, attorneys fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by the Entrant upon the Contest Entities in these Official Rules. Entrants also agree that the Contest Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for this Contest for any reason, or any combination thereof. Entrants further agree that the Contest Entities are not responsible or liable for any injury or damage to the Entrant's or third party's computer and/or its contents, related to or resulting from any part of this Contest. Contest Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of the Prize supplier or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (c) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parent company, subsidiaries and affiliated companies. Entrants hereby acknowledge that Contest Entities 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 the Prize, including express warranties provided exclusively by the Prize supplier. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**8. Disputes:** Except where prohibited, each Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest or the Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Cook County, Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees;

and (c) 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

**9. Official Rules/Name of Winner:** For a copy of these Official Rules or the name of the winner, send a self-addressed, stamped envelope to: **FTD® Makeover Magic Contest “Rules” or “Name of Winner”** (specify which), Attn: PR Department, **3113 Woodcreek Drive, Downers Grove, IL 60515**. All requests must be received by August 28, 2017. The Official Rules will be accessible from one or more of the Websites during the Contest Period. The name and Submission of the winner may be publicized on one or more of the Websites.

**Sponsor:** FTD, Inc., 3113 Woodcreek Drive, Downers Grove, Illinois 60515.

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