



FTD® Intern with Ian Contest OFFICIAL RULES

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

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 Intern with Ian Contest** (the “**Contest**”) begins at 12:00:01 a.m. PST on Monday, August 1, 2022 and ends at 11:59:59 p.m. PST on Monday, August 22, 2022 (“**Submission Period**”), and 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 the opportunity to be selected to win a three-day internship with event floral designer Ian Prosser AIFD (the “**Prize**”), in accordance with, and as more fully set forth in, these Official Rules. PARTICIPATION IN THIS CONTEST IS SUBJECT AT ALL TIMES TO COMPLIANCE WITH THESE CONTEST RULES AND WITH ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS. In addition, by participating in the Contest, each Entrant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of FTD, LLC, 3113 Woodcreek Drive, Downers Grove, Illinois 60515 (“**Sponsor**”), which shall be final and binding in all respects.
- 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 the owner or employee of a flower shop that is a member in good standing of the FTD florist network and has approved the entry and is willing to receive the 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; and, (e) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, these Official Rules. Employees of Sponsor 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. Participation constitutes Entrant’s full and unconditional agreement to these Official Rules and to Sponsor’s decisions, which are final and binding in all matters related to the Contest.
- 3. How to Enter:** During the Contest Period, Entrant must:

 - a) Go to www.FTDi.com/InternWithIan and answer a series of questions addressing why you are qualified to win a three-day internship with event floral designer Ian Prosser AIFD (“**Responses**”).
 - b) Send three (3) JPEG photographs (“**Photos**”) of previous floral event designs by email to floristrelations@FTDi.com (Responses and Photos are referred to herein as an “**Initial Submission**”) and include the associated membership number.
 - c) If selected as a finalist for this Contest, answer additional questions from representatives of Sponsor during a follow-up interview (“**Finalist Submission**”).

Initial Submission and Finalist Submission are referred to herein collectively as a “**Submission.**” 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 the publication and use rights set forth below to Sponsor. As determined by Sponsor in its sole discretion, Responses or Photos that do not comply with these Official Rules or 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. Submissions must not include third parties, including but not limited to minors, celebrities and friends, who have not expressly authorized entrant to display their image or likeness in any submitted application or otherwise use such images or likenesses in accordance with these Official Rules. Entrant must be prepared to provide signed third-party authorizations upon request.

By entering this Contest, Entrant (or 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 to: (i) post and/or 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) 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.

Limit one entry per FTD florist network member. Sponsor Entities are not responsible for lost, late, or misdirected Submissions, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the Submission. Proof of Submission does not constitute proof of Sponsor’s receipt of that information. Sponsor reserves the right to modify the scheduling of the Contest without prior notification. Any attempt by any entrant to obtain more than the permitted number of entries by using multiple and/or different identities, forms, registrations, addresses or any other method will void all of that entrant’s entries and that entrant may be disqualified at Sponsor’s discretion.

4. Winner Selection and Notification:

- a. **Finalists:** On or about August 29, 2022, Sponsor’s Florist Marketing Team and Ian Prosser AIFD (the “**Contest Judges**”) will select three (3) finalists based on the following judging criteria from among all eligible Initial Submissions received by Sponsor during the Submission Period:
 - i. Compelling nature and originality of Responses (25 points);
 - ii. Clarity of expression in Responses (25 points); and
 - iii. Quality of Photos (25 points).

Each Initial 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 criterion (i) above (i.e., compelling and original Responses) will be declared a finalist. In the event of a further tie, the Entrant whose Responses receive the higher score for criterion (ii) above (i.e., clarity of expression) will be declared a finalist. In the event of a further tie, the Entrant whose Photos receive the higher score (criterion (iii) above) 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 criteria into consideration. Finalists will be asked to complete a Finalist Submission as described in Section 3(c).

- b. **Winner:** On or about September 2, 2022, Contest Judges will select one (1) winner from among the finalists based on the following judging criteria:
 - i. The finalist's Judging Score (75 points); and
 - ii. Finalist Submission (25 points).

To determine the score for the Finalist Submission, Contest Judges will assess whether each finalist would benefit from the opportunity to learn from Ian Prosser, and the Contest Judges may evaluate other factors in the Contest Judges' sole discretion, based upon the answers provided by each finalist in the Finalist Submission.

Contest Judges in their sole discretion shall choose a potential winner based on an evaluation of the Submission out of one-hundred (100) total possible points.

- c. **Notification:** On or about September 6, 2022, 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. The potential winner (or, 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 in writing by replying to the email with their official acceptance of the prize. If the potential winner does not respond to the email notification within such 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.

POTENTIAL WINNER IS SUBJECT TO VERIFICATION BY SPONSOR, WHOSE DECISIONS ARE FINAL AND BINDING IN ALL MATTERS RELATED TO THE CONTEST. AN ENTRANT IS NOT A WINNER OF ANY PRIZE UNLESS AND UNTIL ENTRANT'S ELIGIBILITY HAS BEEN VERIFIED AND ENTRANT HAS BEEN NOTIFIED THAT VERIFICATION IS COMPLETE.

5. Prize: A total of one (1) prize will be awarded to the FTD florist network member associated with the Entrant's winning Submission. The prize consists of a three-day shadowing opportunity with Ian Prosser in Florida, during which the winner will assist with the floral event design and installation for one or more high-profile weddings and/or events, and includes transportation to and lodging at/near the event (the "**Prize**"). Sponsor will, in its sole discretion, determine which airport is closest to the winner's home. If Winner resides within a 200 mile-radius of Tampa, Florida, Sponsor reserves the right to substitute roundtrip ground transportation to/from Winner's residence in lieu of air transportation. Travel subject to availability and blackout dates. Winner is responsible for obtaining all necessary travel documents. Travel arrangements must be made through Sponsor's agent and on an airline carrier and booking class of Sponsor's choice. Approximate Retail Value ("**ARV**") of the Prize is Two Thousand One Hundred Dollars (\$2,100 USD). 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 or fair market 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 an IRS Form 1099-MISC 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. Winner will also receive the right to promote his/her win on various platforms, including a non-exclusive, non-transferable, royalty-free right to use the FTD® trademarks in connection with the winner's marketing and promotional efforts related to this Contest on his/her social media page or website.

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 (or, 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 (or, 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, this 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 parent/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 (or his/her parent/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 a 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, pandemic, epidemic, 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. Sponsor may cancel or reschedule this Contest at any time in its sole discretion due to any of the foregoing events.

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® Intern with Ian Contest "Rules" or "Name of Winner"** (specify which), Attn: FTD Florist Marketing Department, **3113 Woodcreek Drive, Downers Grove, IL 60515**. All requests must be received by September 30, 2022. 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 www.ftdi.com/internwithian.

10. Sponsor: FTD, LLC, 3113 Woodcreek Drive, Downers Grove, Illinois 60515.

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