



OFFICIAL RULES FOR THE FTD® MAKEOVER MAGIC CONTEST

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 U.S. STATES AND WASHINGTON, D.C. AND CANADA (EXCLUDING QUEBEC) AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY

- 1. CONTEST OVERVIEW:** The FTD® Makeover Magic Contest (the “Contest”) begins at 12:00:01 a.m. PDT on Monday, June 15, 2020 and ends at 11:59:59 p.m. PDT on Friday, July 10, 2020 (“Contest 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 an interior makeover of the main customer-facing storefront of his/her flower shop (the “Prize”), in accordance with, and as more fully set forth in, these Official Rules. 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:** The Contest is open only to permanent legal residents of the continental 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 meet all of the following requirements as of the time of Submission: (a) they are 18 years of age or older and at least the age of majority in their state of residence; (b) they are the owner of a flower shop that is a member in good standing of the FTD florist network, who has approved the entry and is willing to receive the Prize; (c) they had all the tools necessary to produce their Submissions (and did not purchase them for purposes of entering into the Contest); (d) they possess a social security number, or federal tax identification number issued by the appropriate government agency; and (e) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, these Official Rules. Sponsor and its affiliates, their respective directors, officers, employees, or agents, and other persons/entities involved or directly associated in the development, handling, production, implementation and distribution of the Contest (collectively “Sponsor 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 the Contest. This Contest is void where prohibited by law. 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 PARTICIPATE:** To enter this Contest, you must complete the following steps during the Contest Period:
 - a. Go to www.FTDi.com/Makeover, answer a series of questions addressing why your flower shop interior needs a makeover (“Responses”), and submit your completed Responses in the online form.
 - b. Submit photographs of the existing interior space and storefront window display (“Photos”) by email to floristrelations@FTDi.com.
 - c. Entrants who are selected as finalists for this Contest will be asked to submit a simple 360-degree video of their flower shop and answer additional questions from representatives of Sponsor during a phone interview (“Finalist Submission”).

(As used in these Official Rules, the submission of Responses and Photos are referred to herein as an “Initial Submission” and together with the Finalist Submission, are referred to herein collectively as a “Submission.”)

Once you complete your Initial Submission, you will be entered into the Contest; provided, however, that any Submission that does not comply with these Official Rules or is considered by Sponsor in its sole and absolute discretion to be obscene, pornographic, or libelous, contain hate speech, or otherwise objectionable, in whole or in part, will be disqualified and will not be eligible for entry. Sponsor reserves the right to verify eligibility of all Entrants, and any attempt to participate in the Contest from Entrants who do not meet the eligibility requirements (including all requirements with respect to age and residence) are void. 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.

By submitting a Submission, each Entrant represents and warrants that he/she has all necessary rights to grant Sponsor the publication and use rights set forth in Sections 6 and 7, and that the Submission consists of 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. Initial 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.

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.

4. SELECTION AND NOTIFICATION:

- a. **Finalists:** On or about July 17, 2020, Sponsor's Florist Marketing Team and J. Keith White 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 Contest 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**"). Finalists will be asked to complete a Finalist Submission as described in Section 3(c).

- b. **Winner:** On or about July 24, 2020, 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).

As part of determining the score for the Finalist Submission, Contest Judges may take into account the overall effort required to complete the makeover, adequacy of the budget to allow for the makeover to deliver an impact, willingness of the FTD member florist to allow for changes to be made and participate in the process, and other factors in the Contest Judges' sole discretion.

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.

The judging criteria will be applied in the sole discretion of the Contest Judges, and each Entrant agrees to be bound by and not challenge the final decisions of the Contest Judges. Sponsor will attempt to notify the winner via email at the email address provided by the winner in his/her Submission. A selected winner must respond to Sponsor within 48 hours of Sponsor's first notification attempt. If a selected winner does not respond to Sponsor within 48 hours of Sponsor's first notification attempt, then he or she will be disqualified and Sponsor may, but is not required to, select an alternate winner. Sponsor shall have no liability for failed notification attempts that are lost, stolen, undeliverable, intercepted, or not received by a selected winner or an alternate winner for any reason. Sponsor reserves the right, in its sole discretion, to select no winner for the Contest if an insufficient number of eligible and qualified Submissions are received during the Contest Period.

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 may be awarded during the Contest Period. The Prize shall consist of an interior makeover of the main customer-facing storefront of the winner's flower shop, led by an FTD Education Consultant. The exact contents of each Prize, including the number and type of products and services, may vary and is based on the FTD Education Consultant's sole discretion. Approximate Retail Value ("ARV") of the Prize is Four Thousand Nine Hundred Dollars (\$4,900 USD). If a winner forfeits the Prize or does not redeem the Prize within 48 hours, this forfeiture will serve as complete fulfillment of the obligation by Sponsor and no additional compensation will be awarded. Each 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; however, Sponsor reserves the right to make equivalent prize substitutions at its sole discretion. No refunds or replacement Prize will be provided if a winner (or his or her designated recipient) is dissatisfied with the Prize. All federal, state, local or other taxes are the sole responsibility of each winner. Each winner may receive an IRS Form 1099-MISC from Sponsor for the total ARV of the Prize for the Contest Period. **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.
- The winner, or an authorized representative of the FTD florist network member associated with the winner, 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 Prize is awarded. Sponsor reserves the right to modify the Contest and/or these Official Rules without notice if required by law. 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.
- LICENSES:** By entering into the Contest, you hereby consent to give Sponsor a royalty-free, irrevocable, perpetual, nonexclusive license to use, reproduce, modify, publish or create derivative works from and display the Submission, in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media, technology now known or later developed, including for promotional or marketing purposes and on websites and/or other web pages (such as FTD's Mercury Network page on Facebook) owned, operated by or affiliated with the Sponsor. If requested by Sponsor, you agree to sign any documentation that may be required for Sponsor or its designees to make use of the nonexclusive rights you are granting to use the Submission. Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate, alter, or modify the Submission for any purpose which Sponsor deems necessary or desirable, including without limitation the right to remove any third party intellectual property from the Submission. You hereby irrevocably waive any and all so-called moral rights that you may have to the Submission.
- PUBLICITY RIGHTS:** By entering into the Contest, you hereby grant Sponsor permission to use your name, photograph, image, likeness, voice, biographical information, statement, submitted photos and videos relating to the Submission and Prize and complete address for commercial, advertising and publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without notice, review or approval and without further compensation (except where prohibited by law) and releases the Sponsor from all claims arising out of the use thereof.
- GENERAL CONDITIONS AND DISCLAIMERS:** This Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws of the United States. By participating in the Contest, each Entrant: (a) agrees to waive any right to claim any ambiguity or error in these Official Rules, judging procedures or the Contest itself; (b) agrees to be bound by these Official Rules and by all decisions of Sponsor, whose decisions are binding and final in all respects; and (c) attests to the provisions stated in these Official Rules and compliance with these Official Rules.
 - a. **Affidavit and Release Forms.** You 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.
 - b. **Delays or Technical Failures.** If, for any reason, the Contest is not capable of running as planned, including, but not limited to, infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration,

security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right to disqualify any Entrant it finds who tampers with the Contest, operation of the Contest or web site, and to cancel, terminate, modify, or suspend the Contest without notice. Sponsor is not responsible for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or Submission to be received by Sponsor on account of human error, technical problems or traffic congestion on the internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of any website, any combination thereof, or otherwise, including any injury or damage to any Entrant's or any other person's computer/phone related to or resulting from an Entrant's participation in the Contest.

- c. **Fraudulent Conduct.** Any person attempting to defraud Sponsor or tamper with the Contest in any way will be prosecuted to the full extent permitted by law and will not be eligible for the Prize.
 - d. **Limitation of Liability.** By participating in the Contest, you agree that the Sponsor 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 the Contest (including, but not limited to, misprinted or typographical errors on the Contest promotional materials), including participation, acceptance/possession and/or use or misuse, and/or defect of the Prize, even if caused by the negligence of the Sponsor Entities. You hereby acknowledge that Sponsor 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. Notwithstanding the foregoing, by participating in the Contest, you agree to release, defend, indemnify and hold harmless each of the Sponsor Entities from and against any and all claims, lawsuits, judgments, causes of action, proceedings, demands, fines, penalties, liability, damages, costs, attorneys' fees, and losses that may arise in connection with any and all of the rights and benefits you confer upon the Sponsor Entities in these Official Rules, including any and all liability resulting or arising from Sponsor's use of any Submissions or your participation in the Contest.
 - e. **Force Majeure.** The failure of Sponsor to comply with any provision of these Official Rules due to an act of third party delivery services, God, hurricane, severe weather, war, fire, riot, earthquake, pandemics, epidemics, 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. Sponsor may cancel or reschedule this Contest at any time in its sole discretion due to any of the foregoing events.
 - f. **Disputes.** Except where prohibited, you hereby agree that: (i) any and all disputes, claims and causes of action arising out of or connected with the Contest or the Prize 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; (ii) 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 (iii) under no circumstances will you be permitted to obtain awards for, and you hereby waive all rights to claim indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and waive any and all rights to have damages multiplied or otherwise increased.
 - g. **Governing Law.** All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of an 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 / WINNER LIST:** For a copy of these Official Rules or the name of the Contest 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 July 31, 2020. These Official Rules may also be found at www.FTDi.com/Makeover during the Contest Period. The name and Submission of the winner may be publicized on one or more websites owned, operated by or affiliated with Sponsor, including www.FTDi.com/Makeover.