

# 2018 Better With BloomNet® Sweepstakes

## Official Rules

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO BLOOMNET MEMBER SHOPS IN GOOD STANDING WITH RETAIL STORE LOCATIONS LOCATED IN THE 50 UNITED STATES OR THE DISTRICT OF COLUMBIA. VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE AFFIDAVIT AND RELEASE MAY BE REQUIRED.

**1. Eligibility:** Better With BloomNet® Sweepstakes (the "Sweepstakes") is open only to the person or entity that is the owner of record of an individual BloomNet® member Shop, with a retail store location, in good standing during the Entry Period (which shall be determined by Sponsor in its sole business judgment) and located within the fifty (50) United States or the District of Columbia. Void where prohibited. Participation constitutes entrant's full and unconditional agreement to these "Official Rules" and Sponsor's decisions, including, without limitation, interpretation of these Official Rules, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein. All United States federal, state, and local laws and regulations apply

**2. Sponsor & Administrator:** BloomNet, Inc., 7800 Bayberry Road, Jacksonville, FL 32256.

**3. Timing:** The Sweepstakes begins on September 1, 2018 at 12:01 a.m. Eastern Daylight Time ("EDT") and ends on December 31, 2018 at 11:59 p.m. Eastern Standard Time ("EST") (the "Entry Period").

**4. How to Enter:** There are three (3) ways to enter the Sweepstakes (see below). At the end of each month during the Entry Period Sponsor will add up all Entries by each BloomNet Member shop that meet the eligibility criteria in Section 1 and based on the scale below will allocate that number of entries into the Sweepstakes.

### **Maximum of twenty (20) total entries per shop per month**

#### Three Methods of Entry

##### **a) Established BloomNet member shops Enter by Sending Orders through the BloomNet® Wire Service.**

An Established BloomNet shop is a shop that was a BloomNet current member prior to the Entry Period. At the end of each calendar month (**September 2018, October 2018, November 2018 and December 2018**) Sponsor will add up all orders sent by each Established BloomNet member shop that month and based on the scale below will allocate the corresponding a number of entries to that shop.

- Send 1 – 20 Orders in a calendar month and receive three (3) Entries
- Send 21 – 45 Orders in a calendar month and receive five (5) Entries
- Send 46 or more order in a calendar month and receive ten (10) Entries

**b) New BloomNet Member shops Enter by Sending Orders through the BloomNet® Wire Service.**

A New BloomNet Member shop is a shop established during the Entry Period. New BloomNet Member shops will receive an Entry for each order they send through the BloomNet wire service during the Entry Period.

**c) Enter by Mail In Entry**

BloomNet Member shops may enter by sending a hand addressed stamped envelope with your full name, full shop name, BloomNet Id #, address, email address and phone number to BloomNet, Inc. c/o 2018 Better With BloomNet® Sweepstakes, Attn: Florist Services 7800 Bayberry Road, Jacksonville, FL 32256. Each Mail in Envelope will receive one (1) Entry. All mail-in entries must be legible, complete, and must be post marked no later than 12/31/2018 and must be received no later than 1/8/2019. Member shops may enter using this method up to ten (20) times, each month of the Entry Period. Use of computer programs and/or other automated devices to enter the Sweepstakes is prohibited. Normal Internet access and usage charges imposed by your on-line service will apply.

**5. General Entry Information:** All entries become the exclusive property of Sponsor, and may not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, which will be disqualified. Any attempt by any BloomNet Member Shop to obtain additional entries through fraudulent means by any method may void all of that BloomNet Member Shop's entries and that BloomNet Member shop may be disqualified. Use of any automated system to participate is prohibited and will result in disqualification.

**6. Selection of Winners.**

**There will Four (4) Monthly winners (one for September, October, November and December)**

**Monthly Winners** – Monthly winner will be selected from random drawings held approximately twenty-one (21) days after the end of each calendar month of the Entry Period from all eligible Entries received during that calendar month. Monthly prizes listed in section 8 below.

**There will be One (1) Grand Prize Winner**

**Grand Prize Winner** - The Grand Prize winner will be selected from a random drawing held approximately twenty one (21) days after the end of the Entry Period from among all eligible entries received throughout the Entry Period.

All potential prize winners will be selected in random drawings and all potential winners will be notified by phone and/or e-mail. The Administrator/Sponsor will conduct the random drawing. By participating, entrant agrees to be bound by these Official Rules and the decisions of the Administrator/Sponsor, which shall be final and binding in all respects. In case of dispute as to identity of the Winners, such entry will be declared made by the BloomNet shop and if the prize is won, and such prize will be awarded to the owner of the Entrant shop.

**7. Prize Notification:** Sponsor's decisions as to the administration and operation of the Sweepstakes and the selection of the potential winners, including interpretation of these Official Rules, are final and binding in all matters related to the Sweepstakes. All potential winners will be notified by email, mail or phone, in a commercially reasonable time after the drawing in Sponsor's sole discretion. All Prize winners shall be required to sign and return to Sponsor, within seven (7) days of sending the notice, an Affidavit of Eligibility, Liability & Publicity Release ("Affidavit") and provide any additional information that may be required by Sponsor in order to claim its prize. If a potential winner cannot be contacted, fails to sign and return the Affidavit within the required time period (if applicable), or prize is returned as undeliverable, potential winner forfeits prize. Potential winners must continue to comply with all terms and conditions of these Official Rules; and winning is contingent upon fulfilling all requirements. In the event that a potential winner is disqualified for any reason, Sponsor may randomly select another winner from the remaining eligible entries.

## **8. Prizes and Approximate Retail Value ("ARV"):**

### **GRAND PRIZES:**

There will be (1) Grand Prize. The Grand prize winner will receive a Two Thousand and Five Hundred dollar (\$2,500.00 USD) shopping spree at Napco Imports in Jacksonville, Florida. Winner will also receive round trip airfare to Jacksonville, Florida to visit the NAPCO showroom, and hotel accommodations for one day and two nights (up to \$1,500 USD). Total AVR of the Grand Prize is \$4,000.00 USD.

### **MONTHLY PRIZES**

There will be Four (4) Monthly prizes (One each month for September, October, November and December). Each Monthly prize winner will can choose one of five prizes options below

- a) \$1,000.00 toward educational courses by Floriology® including hotel and airfare;
- b) \$1,000.00 toward Floriology™ Digital Marketing Services;
- c) \$1,000.00 toward BloomNet® Directory Advertising;
- d) \$1,000.00 toward BloomNet® Website hosting services; or
- e) \$1,000.00 towards BloomNet360 marketing portal products

The Total ARV of each Monthly prize is \$1,000 USD. The Total ARV of all prizes is \$8,000 USD

Prizes are not transferable, assignable or redeemable for cash. 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. If a prize winner does not accept or use a portion of the prize, the unaccepted or unused portion of the Prize will be forfeited, and Sponsor will have no further obligations with respect to that portion of prize. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. An IRS

Form 1099 may be issued in the name of winners for the actual value of the prize(s) received.

**9. Release:** By entering, participants agree to release, indemnify, defend and hold harmless Sponsor and each of their respective suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parents, subsidiaries and affiliates, and each such party's officers, directors, employees and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind, in whole or in part, directly or indirectly arising out of participation in the Sweepstakes or resulting directly or indirectly from acceptance, possession, receipt, use or misuse of any prize, including, without limitation, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy.

**10. Publicity:** Except where prohibited by law, participation in the Sweepstakes constitutes winner's consent to Sponsor's and its agents' use of winner's shop name, name of the individuals redeeming the prize and their respective likeness, photograph, voice, statements, opinions and/or hometown and state for advertising and promotional purposes in any media, worldwide, without further payment, notice or consideration.

**11. General Conditions:** Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes 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, as determined by Sponsor in its sole discretion. 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 to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Sponsor reserves the right, at its sole discretion, to disqualify any individual or BloomNet shop found to be: (a) violating the Official Rules; or (b) violating the terms of service, conditions of use and/or general rules or guidelines of any Sponsor or Administrator property or service. Any person who Sponsor determines supplies false information, obtains entries by fraudulent means, or is otherwise determined to be in violation of these Official Rules in an attempt to obtain any prize will forfeit any prize won and may be prosecuted to the full extent of the law. Any attempt by any person to undermine the legitimate operation of the Sweepstakes 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.

By entering this Sweepstakes and accepting a prize the Prize winners agree to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Sweepstakes activity.

Released Parties are not responsible or liable to any entrant or to the winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist

acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slow-down, civil disturbance, insurrection, riot, or any other cause beyond the Released Parties' sole control.

**12. Limitations of Liability:** The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by entrants, printing, electronic or human errors or by any of the equipment or programming associated with or utilized in the Sweepstakes; (2) viruses or technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; failed, incorrect, incomplete, inaccurate, garbled or delayed electronic communications or entry information, any error, omission, interruption, deletion, defect, delay in operation or transmission, failures or technical malfunction of any computer online systems, servers, providers, computer equipment, software, email, players or browsers, whether on account of technical problems, traffic congestion on the Internet or at any website, or on account of any combination of the foregoing; (3) the unavailability or inaccessibility of any transmissions or telephone or Internet service; (4) unauthorized human intervention in any part of the entry process or the Sweepstakes; (5) technical or human error which may occur in the administration of the Sweepstakes or the processing of entries; (6) late, lost, undeliverable, damaged or stolen mail or other methods of delivery; or (7) 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 Sweepstakes or receipt or use or misuse of any prize; or (8) late, lost, misdirected, illegible, incomplete or mutilated entries or for theft, destruction or unauthorized access to, or alteration of entries. 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 the 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, un-awarded, 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 Sweepstakes (excluding any prizes awarded) shall be resolved individually, without resort to any form of class action, and exclusively by the United States District Court in and for the Eastern District of New York or the appropriate New York State Court located in Nassau or Suffolk County, New York; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, 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 Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of New York, without giving effect to any choice of law or conflict of law rules (whether of the State of New York or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of New York.

**14. Winners List:** For the Winners List visit [www.bloomnet.net](http://www.bloomnet.net) where winners will be posted from approximately 10/21/18 through 2/21/19.

**15. Miscellaneous:** The invalidity or unenforceability of any provision of these Official Rules or the Affidavit will not affect the validity or enforceability of any other provision. In the event that any provision of the Official Rules or the Affidavit is determined to be invalid or otherwise unenforceable or illegal, the other provisions will remain in effect and will be construed in accordance with their terms as if the invalid or illegal provision were not contained herein. Sponsor's failure to enforce any term of these Official Rules will not constitute a waiver of that provision.

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