

1-800-FLOWERS.COM®

2020 Florists for Heroes Giveaway

OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE 18 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY WHO HAVE OR OPEN AN ACCOUNT ON FACEBOOK.COM, INSTAGRAM.COM OR TWITTER.COM. VOID WHERE PROHIBITED BY LAW

1. **ENTRY PERIOD:**

The 1-800-FLOWERS.COM® 2020 Florists For Heroes Giveaway (hereinafter the "Sweepstakes") begins on April 20, at 12:01 a.m. EDT and ends at 11:59 p.m. EDT on May 1st, 2020 (the "Entry Period"). Employees and families of 800-FLOWERS INC.(the "Sponsor") their respective parents, affiliates, subsidiaries, divisions, affiliates and related companies, advertising and promotion agencies, and their immediate families are ineligible.

ENTRY PROCESS:

2. To enter the Sweepstakes you must completely fill out the entry form and tell us "Who your local hero is?" Entry form can be found at the 1-800-FLOWERS.COM Facebook page located at <https://www.facebook.com/1800flowers/>, the 1-800-FLOWERS.COM Instagram page located at <https://www.instagram.com/1800flowers/> or the 1-800-FLOWERS.COM Twitter page located at <https://twitter.com/1800FLOWERS> during the Entry Period. **LIMIT ONE ENTRY PER PERSON.**

2.1. ENTRY CONTENT RESTRICTIONS:

- a. Entries received a) each must be unique and created exclusively by the entrant submitting b) cannot have been previously entered into a sweepstakes, contest or have been published c) cannot not be awaiting publication nor may it be submitted for publication consideration during or after the Entry Period; and d) the **Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity, or intellectual property rights, or that constitutes copyright infringement;**
- b. Entries must not disparage Sponsor or any other person or party affiliated with the Sweepstakes;
- c. We are a family friendly company so each Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous, or that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- d. Entries must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where submission is created.

2.2 General Entry Information: By entering, you understand that the Sponsor has the exclusive right to use the Entry and excerpts of the Entry in any advertising and promotional materials (visual, sound, print and/or electronic form), including, but not limited to, posting Entry on its websites, blogs, social media pages and in any form of advertising. By submitting your Entry you have and grant any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, you hereby hold the Sponsor harmless from and against any third party claim arising from use of the Entry and waive any right to inspect or approve uses of the Entry or to be compensated for any such uses. 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 Entrant to obtain additional entries through

fraudulent means by any method may void all of that Entrant's Entries. Use of any automated system to participate is prohibited and will result in disqualification.

2. **PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):**

One Hundred (100) Winners in total. Winners will be randomly selected daily as detailed in section 4 and each winner's "Local Hero" will receive a 1-800-FLOWERS.COM® Floral Bouquet. The ARV of each prize is \$49.99 USD. The Total ARV of all prizes is \$4,990.00 USD

3. **WINNER SELECTION:**

Winners will be randomly selected on daily basis from all the qualifying entries received from the start of the Entry Period through the prior day. For example: on 4/21 winners will be selected from all entries received on 4/20, on 4/22 winners will be selected from all entries from 4/20 – 4/21, on 4/23 winners will be selected from all entries received from 4/20 – 4/22 and so on through 5/2/20. Random drawings from among all eligible entries will be conducted by a representative of Sponsor, whose decisions are final on all matters relating to this Sweepstakes. **NON WINNING ENTRIES WILL BE ROLLED OVER** into subsequent days. Odds of winning are dependent upon the number of eligible entries received when each drawing is held. Prizes will be awarded and potential winners will be notified by email. Prizes are nontransferable and no cash substitution is allowed except by the Sponsor, who reserves the right to award prizes of equal or greater value if advertised prizes are unavailable. **LIMIT ONE PRIZE PER ENTRANT'S RECIPIENT.**

4. **GENERAL RULES:**

Taxes, related to the prizes are the winners' sole responsibility, if applicable. Prize winners may be required to execute and return an affidavit of eligibility and liability/publicity release (where legal) within five (5) days of notification attempt or prize will be forfeited and an alternate winner selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate selection. Acceptance of prize constitutes permission to use winner's name, likeness, image, photo, sobriquet and biographical information for promotional purposes without further compensation except where prohibited by law. By entering, entrant accepts and agrees to be bound by these OFFICIAL RULES and winner releases Sponsor, and their subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of the Sweepstakes from any and all liability for damages, losses or injury resulting from participation in the Sweepstakes or acceptance or use of prizes. Entries will be declared to be made by the authorized account. "Authorized account holder" is defined as the natural person who is assigned to Facebook, Instagram or Twitter 1800FLOWERS account of the entrant. Entries are subject to verification of eligibility and will be declared invalid if they are incomplete, falsified, altered or tampered with in any way. Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website; violates the OFFICIAL RULES; or acts in an unsportsmanlike, obscene or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Sponsor and its agencies are not responsible for lost, late, incomplete, misdirected or damaged entries due to internet services providers service, weather, technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Sweepstakes which may limit the ability to participate, or by any human error which may occur in the processing of the entries in this Sweepstakes. Sponsor reserves the right to cancel, terminate or modify the Sweepstakes if it is not capable of completion as planned, including for infection by computer virus, bugs, tampering, unauthorized intervention or technical failures or corruption of any sort, and award prizes from eligible entries received prior to cancellation. Void where prohibited or restricted by law.

5. **ELIGIBILITY:**

This Sweepstakes is open only to legal residents of the 50 United States, including the District of Columbia, who are 18 years of age or older as of date of entry who have or open an account on Facebook, Instagram or Twitter. All federal, state, and local laws and regulations apply. Employees and families of 800-FLOWERS INC.(the "Sponsor") their respective parents, affiliates, subsidiaries, divisions, affiliates and related companies, advertising and promotion agencies, and their immediate families are ineligible

6. **WINNERS LIST:**

For the name of the winners visit: https://1800flowers-my.sharepoint.com/:x/p/shui/EZfjmp7K291Pm6FQGsl_SMcBASp1Ooo7PnnAK3zLIGY-YQ?e=oaahVJ between approximately 5/12/2020 through 6/12/2020.

7. **SPONSOR & ADMINITRATOR:**

The Sponsor and Administrator of this Sweepstakes are 800-FLOWERS, INC., One Old Country Road, Suite 500 Carle Place, New York 11514.

8. **LIMITATION OF LIABILITY:**

NEITHER 1-800-FLOWERS.COM, INC., THEIR AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, OR AFFILIATED COMPANIES, SHALL HAVE ANY LIABILITY FOR ANY INDIRECT, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES INCLUDING, WITHOUT LIMITATION, LOSS OF OPPORTUNITY OR GOODWILL. IN ALL EVENTS, THE SOLE MAXIMUM LIABILITY OF SPONSOR AND ITS AFFILIATES SHALL BE LIMITED TO THE ARV OF THE PRIZE SET FORTH HEREIN.

9. **GOVERNING LAW & VENUE:**

THE NEW YORK COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE PROMOTION AND THE LAWS OF THE STATE OF NEW YORK SHALL GOVERN THE SAME. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND HEREBY IRREVOCABLY SUBMITS TO THE VENUE OF THOSE COURTS WITHIN THE COUNTIES OF NASSAU AND SUFFOLK COUNTY, NEW YORK.

The Sweepstakes is in no way sponsored, endorsed, administered by, or associated with, Facebook, Instagram or Twitter. By entering entrants release Facebook, Instagram and Twitter from any and all liability with regards to the Sweepstakes

© 2020 800-FLOWERS, INC.