

BLOOMNET® SUPERSTAR CONTEST

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 21 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY, WHO ARE A BLOOMNET MEMBER OR SHOP EMPLOYEE IN GOOD STANDING. VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE AFFIDAVIT AND RELEASE MAY BE REQUIRED.

1. ENTRY PERIOD: BloomNet Superstar Contest (the "Contest"). begins at 12:01 AM ET on 8/20/2024 and ends at 11:59 PM ET on 10/31/2024 (the "Entry Period").

2. HOW TO ENTER: Visit the BloomNet Contest site located at <https://www.bloomnet.net/bloomnet-florist-spotlight/> during the Entry Period follow the on-screen instructions and complete the online entry form. The entry form will require you to provide your name, email address, phone number, a brief description of your floral expertise and passion, up to three (3) high-resolution photos and one (1) video showcasing your floral arrangements.

3. ENTRY CONTENT RESTRICTIONS:

- a. The Entry must be a brief description of your floral expertise and passion (up to 250 words), up to three (3) high-resolution photos and one (1) video showcasing your floral arrangements
- b. The Entry a) must be original; b) must be created exclusively by the entrant submitting the design idea; c) cannot have been previously entered into a contest 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.
- c. The Entry must not disparage Sponsor, or any other person or party affiliated with the Contest.
- d. 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
- e. Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where submission is created.

3.1. ADDITIONAL ENTRY TERMS & CONDITIONS. **Limit one Entry per person.** Use of computer programs and/or other automated devices to enter the Contest is prohibited. Normal Internet access and usage charges imposed by your on-line service will apply. ***By entering, you understand that the Sponsor has the exclusive right to use the Entry and excerpts or derivations of the Entry in product development, sale, and 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 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.

3.2 ELIGIBILITY: This Contest is open only to BloomNet Members or Shop employees 21 years of age or older, in good standing as of the entry date. Employees and families of BloomNet and their respective parent company, subsidiaries and divisions, advertising and promotion agencies, and their immediate families are ineligible. Void where prohibited by law. All United States federal, state, and local laws and regulations apply.

4. CONTEST PRIZES AND APPROXIMATE RETAIL VALUES ("ARV"):

The winner will receive a prize package which includes:

- A trip for the winner from the nearest major airport to the BloomNet Headquarters in Jacksonville, Florida including airfare, transfers to/from airport, hotel stay of one (1) night and meals (ARV \$1000 - \$1,500 USD depending on flight distance to Jacksonville)
- \$500 Napco Dollars for use on the napcoimports.com website (ARV \$500 USD)
- A One-on-One Tips & Tricks Session with Angelyn Tipton AIFD, CFD, GMF, PFCI, Education Manager and Instructor of The Floriology Institute (ARV \$500)
- A One-on-One Digital Marketing Session with Renato Cruz Sogueco AAF, PFCI, Vice President, Digital Strategy and Education with BloomNet, Napco, Floriology, Farm2Florist (ARV \$500 USD)
- Winner will be featured in a future edition of Floriology® Magazine, on the 1-800-Flowers.com® and BloomNet® website and/or Social Media Channels

Total ARV of the Prize Package is between \$2,500 USD - \$3000 USD.

5. VOTING. One (1) Grand Prize Winner will be determined from among all eligible submissions. Entries will be judged based on the following criteria:

- Creativity and originality of the floral arrangements in the photos (40%)
- Compelling description of the entrant's floral expertise and passion (40%)
- Overall visual appeal of the entry (20%)

In the event of a tie vote, the rating for creativity and originality of the floral arrangements in the photos will be the final determination on Prize winner. Winner will be announced on or about 12/31/2024. Prize will be awarded, and potential winners will be notified by email address provided upon entry. Prizes are nontransferable and no cash substitutions are allowed.

6. 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 Contest 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.

7. PUBLICITY: Except where prohibited by law, participation in the Contest constitutes winner’s consent to Sponsor’s and its agents’ use of winner’s shop name, name of the individual 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.

8. 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 winners release Sponsor, and their subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of the Contest from any and all liability for damages, losses or injury resulting from participation in the Contest or acceptance or use of prize. Entries will be declared to be made by the authorized account holder. "Authorized account holder" is defined as the natural person who is assigned to the BloomNet Shop Code supplied on the Contest Submission Form. 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, the voting process or the operation of the Contest 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 Entrant or 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 Contest which may limit the ability to participate, or by any human error which may occur in the processing of the Entries in this Contest. Sponsor reserves the right to cancel, terminate or modify the Contest 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.

7. WINNERS LIST: The winner will be posted on BloomNet.net from 1/1/2025 – 1/31/2025.

8. SPONSOR & ADMINITRATOR: The Sponsor and Administrator of this Contest is BloomNet, Inc. 7800 Bayberry Road, Jacksonville, Florida 32256.

9. LIMITATION OF LIABILITY: NEITHER BLOOMNET, INC., THEIR AGENTS, EMPLOYEES, PARENTS, SUBSIDIARIES, OR AFFILIATED COMPANIES, AS WELL AS, THEIR ADVERTISING AND PROMOTION AGENCIES 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 PRIZES SET FORTH HEREIN.

10. GOVERNING LAW & VENUE: THE NEW YORK COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST 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, N YORK.

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