

# **BloomNet® Send to Win / I “Heart Florists” Sweepstakes**

## **Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO BLOOMNET MEMBER SHOPS 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:** BloomNet® Send to Win/ I “Heart” Florist 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., One Old Country Road, Suite 500, Carle Place, NY 11514.

**3. Timing:** The Sweepstakes begins on October 1, 2014 at 12:01 a.m. Eastern Daylight Time (“EDT”) and ends on February 28, 2015 at 11:59 p.m. Eastern Time (“ET”) (the “Entry Period”).

**4. How to Enter:** There are four (4) 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**

#### Four Methods of Entry

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

At the end of each calendar month (**October 2014, November 2014, and January 2015**) Sponsor will add up all orders sent by each 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

**During the months of December 2014 and February 2015, orders sent will receive double entries:**

- Send 1 – 20 Orders in calendar months December 2014 and February 2015 and receive six (6) Entries
- Send 21 – 45 Orders in calendar months December 2014 and February 2015 and receive ten (10) Entries
- Send 46 or more order in calendar months December 2014 and February 2015 and receive twenty (20) Entries

**b) Enter by Mail In Entry**

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 Send for a Chance to Win / I “Heart” Florists Sweepstakes, Attn: Florist Services One Old Country Road, Suite 500, Carle Place, New York 11514. Each Mail in Envelope will receive one (1) Entry. All mail-in entries must be legible, complete, and must be post marked no later then 2/28/2015 and must be received no later then 3/7/2015. 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.

**c) Submit a Local Exclusive for Consideration**

A Local Exclusive is an exclusive floral arrangement, designed by you, which your shop agrees to deliver in your designated delivery area. To submit a “Local Exclusive” you need to visit the website at <http://www.1800flowers.com/join-local-program> and provide the details requested.

**d) Enter the I “HEART” FLORISTS Sweepstakes**

BloomNet Members that enter the industry-wide I “HEART” FLORISTS Sweepstakes will receive one Entry into the BloomNet Send To Win / I “Heart” Florists Sweepstakes. The I “HEART” FLORISTS Sweepstakes can is located at <http://www.mybloomnet.net/iheartflorists>

**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.**

**Monthly Winners** – Monthly winner will be selected from drawings held approximately ten (10) days after the end of each month of the Entry Period from all eligible Entries received during that calendar month for the that month’s prizes as listed in section 8 below.

**Grand Prize Winner** Grand Prize winner will be selected from a drawing held approximately ten (10) days after the end of the Entry Period for the Grand prize from among all eligible entries received throughout the entire 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 may be required to sign and return to Sponsor, within ten (10) 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. Additionally, the actual individuals selected to participate in any prizes that include a trip may also be required to sign and return travel release documents. 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 PRIZE:**

One (1) Grand Prize winner will receive a **Royal Caribbean® Cruise Royal Crown Diamond Package for two people**. These certificates are applicable for sailings to the Caribbean, Mexico, Canada, Alaska, and Europe and include Oasis Class ships. Valid for 6-7-night cruises, year round. These certificates include cruise fare, taxes and standard recommended gratuities. AVR \$3,216.00 USD

Royal Cruise Dollars Certificate: ARV \$1000.00 USD

Round Trip Airfare for Two ARV \$1,200.00 USD

Prize must be redeemed within one year of being awarded.

**ARV of the Grand Prize \$5,416.00 USD**

One (1) Second Prize winner will receive a **Cruise Diamond Package for two**

These certificates include cruise fare, taxes and standard recommended gratuities. Valid for 4-5 nights. Destination choices include Caribbean, Europe and Bermuda. ARV \$1,746.00 USD

Cruise Dollars Certificate: ARV \$500.00 USD

Round Trip Airfare for Two ARV \$1,200.00 USD

Prize must be redeemed within one year of being awarded.

## **ARV of Second prize \$3,446.00 USD**

One (1) Third Prize winner will receive a **Cruise Platinum Package for two**  
These certificates include a Bahamas cruise including cruise fare, taxes and standard recommended gratuities.

Valid for 3-4 nights. \$986.00 USD

Cruise Dollars Certificate: \$500.00 USD

Round Trip Airfare for Two \$1,200.00 USD

Prize must be redeemed within one year of being awarded.

**ARV of Third Prize is \$2,686.00 USD**

### **MONTHLY PRIZES:**

#### **OCTOBER (10 winners)**

One (1) winner will receive a BloomNet® hosted website for 1 year (set up fee waived)  
ARV 900.00 USD

One (1) winner will receive an Apple iPad with Tablet Capture App. ARV of \$600.00 USD

Eight (8) individual winners will each receive a \$50 Gas Card. ARV of \$50.00 USD each

**Total ARV of October prizes is \$1,900.00 USD**

#### **NOVEMBER (10 winners)**

One (1) winner will receive an Apple iPad with Tablet Capture App. ARV of \$600.00 USD

One (1) winner will receive a \$500 Gift Certificate to the Floriology® Institute. ARV \$500.00 USD

Eight (8) individual winners will each receive a \$50 Gas Card. ARV of \$50.00 USD each

**Total ARV of November prizes is \$1,500.00 USD**

#### **DECEMBER (10 winners)**

One (1) winner will receive an Apple iPad with Tablet Capture App. ARV of \$600.00 USD

One (1) winner will receive a \$500 Gift Certificate to the WORLDFLOWERS<sup>sm</sup>. ARV \$500.00 USD

Eight (8) individual winners will each receive a \$50 Gas Card. ARV of \$50.00 USD each

**Total ARV of December prizes is \$1,500.00 USD**

#### **JANUARY (10 winners)**

One (1) winner will receive an Apple iPad with Tablet Capture App. ARV of \$600.00 USD

One (1) winner will receive a \$500 Gift Certificate to the NAPCO. ARV \$500.00 USD

Eight (8) individual winners will each receive a \$50 Gas Card. ARV of \$50.00 USD each

**Total ARV of January prizes is \$1,500.00 USD**

#### **FEBRUARY (10 winners)**

One (1) winner will receive a BloomNet® hosted website for 1 year (set up fee waived)  
ARV 900.00 USD)

One (1) winner will receive an Apple iPad with Tablet Capture App. ARV of \$600.00 USD

Eight (8) individual winners will each receive a \$50 Gas Card. ARV of \$50.00 USD each  
**Total ARV of February prizes is \$1,900.00 USD**

For all prizes that include travel (the Grand prize, Second and Third Prizes), travel must be taken between March 15, 2015 and March 15 2016. Specific cruises are subject to availability and blackout dates may apply. Confirmation will be given on a space available basis only. Once a reservation is made, no changes are permitted. Prizes are not transferable, assignable or redeemable for cash. Winners must complete their trip by March 15, 2016 or that portion of the prize may be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Travel must be roundtrip. Sponsor will determine airline and flight itinerary in its sole discretion and may replace the vendors and details listed above as part of the description of the prize in its sole and absolute discretion. No refund or compensation will be made in the event of the cancellation or delay of any flight. Travel and accommodations are subject to availability and blackout dates. Travel is subject to the terms and conditions set forth in these Official Rules, and those set forth by the Sponsor's airline carrier of choice as detailed in the passenger ticket contract. All expenses and incidental travel costs not expressly stated in the package description above, including, but not limited to, ground transportation, bag check fees, meals, incidentals, passenger tariffs or duties, excursions, surcharges, personal charges at lodging, hotel taxes or other expenses are the responsibility solely of winner. Travel companion must be the age of majority where a resident or older as of the date of departure and must travel on the same itinerary (including the same departure date, destination and return date) and at the same time as the travel Prize winner. Travel companion must execute liability/publicity releases prior to issuance of travel documents. Once a travel companion is selected, he/she may not be substituted, except in Sponsor's sole discretion. Grand Prize, Second Prize and Third Prizes winners may be required to provide a credit card to cover incidentals and related expenses at the time of each booking or check-in. Once confirmed, trip dates and travel accommodations cannot be changed by the respective winners. Failure to complete the trip prize does not relieve the applicable winner of his or her tax obligations associated with winning the prize. No extensions will be permitted, and any unused travel or portion of the prize will be forfeited and no compensation awarded in lieu thereof. 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. All tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code-share flights may be used. Prize may not be transferred or assigned except by Sponsor. Flight schedules are subject to change without notice. Travel restrictions, conditions and limitations may apply. Sponsor will not replace any lost, mutilated, or stolen tickets, travel vouchers or certificates. Sponsor is not responsible if any show or tour is delayed, postponed or cancelled in which event that portion of the prize is forfeited and no substitution will be provided except in Sponsor's sole discretion. Actual value may vary based on airfare fluctuations and distance between departure and destination. Winner will not receive difference between actual and approximate retail value. 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. Winner is responsible for all taxes and fees

associated with prize receipt and/or use. 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.

**Total ARV of all prizes is \$19,848.00 USD**

**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 winner and his or her guest, if applicable, 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, including use of any of the trip prizes in the Sweepstakes. The prize winners understand and agrees that Sponsor and/or prize providers has/have the right, in its or their sole discretion, to disqualify and remove a prize winner or his or her travel companion from any activity at any time if the Prize winner's or his or her travel companion's behavior at any point is disruptive or may or does cause damage to person, property, or the reputation of the Released Parties or otherwise violates the policies of the prize providers. NO RESPONSIBILITIES ARE ACCEPTED BY THE RELEASED PARTIES FOR ANY ADDITIONAL EXPENSES, OMISSIONS, DELAYS, OR CANCELLATIONS RESULTING FROM ANY ACTS OF ANY GOVERNMENT OR AUTHORITY. THE PRIZE WINNER ACKNOWLEDGES THAT HE/SHE IS SOLELY RESPONSIBLE FOR ANY ACTIONS, CLAIMS OR LIABILITIES OF HIS/HER TRAVEL COMPANION RELATED TO ANY BLOOMNET SWEEPSTAKES ACTIVITY, INCLUDING, WITHOUT LIMITATION, ANY ACTIONS, CLAIMS OR LIABILITIES RELATED TO THE TRAVEL COMPANION'S USE OF THE PRIZE OR ANY PORTION THEREOF.

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.mybloomnet.net](http://www.mybloomnet.net) where winner will be posted from approximately 3/15/15 through 4/30/15.

**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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