

## **BloomNet® Innovator of the Month Contest Official Rules**

**NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW. PRIZE ACCEPTANCE AFFIDAVIT AND RELEASE MAY BE REQUIRED.**

**1. Eligibility:** BloomNet® Innovator of the Month Contest (the "BloomNet Contest") is open only to the person or entity that is the owner of record of each individual BloomNet® Shop in good standing during the Promotional Period (defined below) (which shall be determined by Sponsor in its sole business judgment) and located within the fifty (50) United States and 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 BloomNet Contest. 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 BloomNet Contest begins on December 5<sup>th</sup>, 2009 at 12:00 a.m. Eastern Standard Time ("ET") and ends on December 4<sup>th</sup> 2010 at 11:59 p.m. ET (the "Promotion Period"). Each Month, for twelve months, a monthly winner will be selected from the entries received the prior month (each a "Monthly Winner"). For example, entries received from December 5<sup>th</sup>, 2009 through January 4<sup>th</sup> 2010 will be used to select January's 2010 Monthly Winner. A Grand Prize winner will be selected from the twelve Monthly Winners.

**4. How to Enter:** To enter, visit ([www.mybloomnet.net](http://www.mybloomnet.net)) ("Web Site"), between 12:00 PM ET on December 5<sup>th</sup> 2009 through December 4<sup>th</sup> 2010 12:00 PM ET. You may enter online via email sent to [floriology@bloomnet.net](mailto:floriology@bloomnet.net) or via the <http://www.mybloomnet.net/web/guest/services>. Submit your entry as follows:

Submit an essay about an innovative best business practice idea. Ideas may include, but are not limited to, marketing ideas, creative merchandising, imaginative window displays, customer service excellence, cost savings, local community events or outreach, social networking, ideas that increases foot traffic and profitability. All entries will be scored based on innovation, creativity, scalability, profitability and community engagement as detailed in section 5 below. To be eligible, an entry must: 1) be complete; 2) be a unique essay that is the sole, original work of the entrant; 3) must be an essay of **no more than** five hundred (500) words. Limit five (5) entries per individual BloomNet shop per month.

**5. General Entry Information:** Entries may be received at any point during the Promotion Period. Each Monthly winner will be selected from the pool of entries received from the 5<sup>th</sup> of the prior month through the 4<sup>th</sup> of the current month. For example, entries received from December 5<sup>th</sup>, 2009 through January 4<sup>th</sup> 2010 will be used to select the January's 2010 winner. The Grand Prize winner will be selected from the twelve (12) Monthly Winners. All Entrants, Monthly Winners and the Grand Prize Winner acknowledge and agree that their entries become the sole property of the Sponsor, who thereby has the right to publish, display, edit, adapt, modify, reproduce, promote and otherwise use entries in any way it sees fit. Entries deemed lewd or inappropriate, in Sponsor's sole discretion will be

disqualified. By entering, you understand that the Sponsor also has the exclusive right to use the entries and excerpts of the entries (essays and photographs, if applicable) in any advertising and promotional materials (visual, sound, print and/or electronic form), including posting entries on its Web Site and non-affiliated web sites. Entrants may not copy or otherwise plagiarize their entry from any source. Any entry or portion thereof that is, in the Sponsor's sole discretion, obscene, profane, lewd, defamatory, contains any third party materials (excluding photograph) or proprietary property, or otherwise violates or infringes (or may infringe) any copyright, trademark, patent, trade name, trade secret, service mark, logo, mark that identifies a brand or other proprietary right of any person living or deceased (including but not limited to rights of privacy or publicity or portrayal in a false light) or entity, or is otherwise objectionable, will not be considered and may disqualify the entrant. Entrant represents and warrants that: i) all rights to the entry belong to him/her and the entry does not and shall not infringe on any copyright, trademark, patent, trade secret or any other third party right nor violate any applicable law or regulation, (ii) he/she has the right to 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, (iii) he/she hereby holds the Sponsor harmless from and against any third party claim arising from use of the entry and he/she waives any right to inspect or approve uses of the entry or to be compensated for any such uses. Therefore, clothing worn in any photo should not contain any visible logos, drawings, cartoons, phrases, trademarks or other third-party materials.

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 BloomNet. BloomNet is not responsible for lost, late, incomplete, invalid, unintelligible, illegible, or misdirected entries, which will be disqualified.

Limit: Five entries per month, per shop. 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. Judging:** All eligible entries received from the 4<sup>th</sup> of the current month back through to the 5<sup>th</sup> of the prior month will be pooled together to be judged, to determine one (1) Monthly Winner (for a total of 12 Monthly Winners through the Promotional Period). For example, eligible entries received between Feb 5<sup>th</sup> – March 4<sup>th</sup> will be judged to select the March 2010 Monthly winner. The top five non-winning entries in any month will automatically be rolled over and entered into the subsequent month's pool of eligible entries. Non-winning entries for any monthly drawing may be resubmitted for consideration in a future month's judging. Each Monthly Winner will be featured in the BloomNet Magazine *Floriology*<sup>™</sup> and online at [www.mybloomnet.net](http://www.mybloomnet.net). After the Promotional Period ends the twelve (12) Monthly Winners will then be rejudged to determine a single Grand Prize winner. Both the Monthly and Grand Prize rounds of judging will be conducted by a panel of judges from Sponsor, whose decisions are final on all matters relating to this Contest, based on the criteria listed below. Submissions that contain more than five hundred (500) words or are considered inappropriate are not eligible. In the event of a tie in any round of judging, tied entrants will be re-judged based solely on Profitability to determine the Monthly Winner or Grand Prize Winner. All entries must be the sole, original work of the entrant and must not infringe on any third-party rights. Judges may disqualify previously published submissions or those that have won previous awards or competitions. No information regarding entries or judging, other than as otherwise set forth in the Official Rules, will be disclosed.

### **Judging criteria for essay only:**

1. Innovative (new idea) (15%)
2. Creative (new approach to an idea) (15%)
3. Scalability (to other florists) (15%)
4. Profitability (increased revenue or cost reduction) (40%)
5. Community engagement (grass roots marketing) (15%)

**7. Prize Notification:** Sponsor's decisions as to the administration and operation of the BloomNet Contest and the selection of the potential winners, including interpretation of these Official Rules, are final and binding in all matters related to the BloomNet Contest. Each Monthly Winner will be judged and selected on or about the 10<sup>th</sup> day of the month. The Grand Prize winner will be selected on or about 1/15/2011. 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 will 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 the Grand Prize 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 award the applicable prize to an alternate winner with the next highest score from among all remaining eligible entries.

**8. Prizes and Approximate Retail value ("ARV"):** **GRAND PRIZE (1):** One Grand Prize winner will receive a 4 Day/3 Night Luxury Included® stay for two (2) adults to any of the twelve Sandals Resorts located in Jamaica, Antigua, St. Lucia & The Bahamas. Trip includes round trip coach class air transportation from the major airport nearest winner's home to select Sandals resorts location, deluxe accommodations for two (based on dual occupancy), all meals, including gourmet specialty dining, unlimited premium brand beverages, daily and nightly entertainment, all land and water sports including scuba diving (for certified divers) and snorkeling, gratuities, and transfers to and from the designated airport/hotel (total ARV up to \$4,100 USD). **MONTHLY PRIZES (12):** One winner each month for 12 months will receive a check for \$250 USD, a Designer's kits composed of items such as apron, floral knife, tape measure and pen and a recognition plaque (ARV \$280 USD).

Travel must be taken between February 1, 2011 and February 1, 2012, is subject to availability, and is not allowed over holidays, blackout dates or convention periods. Confirmation will be given on a space available basis only. Once a reservation is made, no changes are permitted. Prize is not transferable, assignable or redeemable for cash. Winner must complete the trip within one (1) year from the drawing date or that portion of the prize may be forfeited. Trip must be booked at least twenty-one (21) days prior to departure. Trip is subject to availability and blackout dates. 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, 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 Grand 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. The Grand Prize winner may be required to provide a credit card to cover incidentals and related expenses at the time of each hotel check-in. Once confirmed, trip dates and travel accommodations cannot be changed by Grand Prize winner. Failure to complete the trip prize does not relieve the Grand Prize 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 the Grand Prize winner does not accept or use a portion of the prize, the unaccepted or unused portion of the Grand Prize will be forfeited and Sponsor will have no further obligations with respect to that portion of prize. Grand Prize cannot be used in conjunction with any other promotion or offer and may not be separated. All tickets issued in conjunction with the prize are not eligible for frequent flyer miles, and no code-share flights may be used. Grand 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. Approximate Retail Value ("ARV"): \$4,100 USD. 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. ARV of all prizes awarded in this BloomNet Contest is \$7,460 USD. 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, Unique Vacation, 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 BloomNet 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.

**10. Publicity:** Except where prohibited by law, participation in the BloomNet Contest 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 BloomNet Contest, 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 BloomNet Contest, 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 BloomNet Contest 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 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 BloomNet Contest 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 BloomNet Contest and accepting the Grand Prize, the Grand Prize winner and his or her guest agrees to maintain his/her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any BloomNet Contest-related activity, including use of the trip prize in the BloomNet Contest. The Grand Prize winner understands and agrees that Sponsor and/or prize providers has/have the right, in its or their sole discretion, to disqualify and remove the Grand Prize winner or his or her travel companion from any activity at any time if the Grand 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 GRAND 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 BloomNet Contest; (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 BloomNet Contest; (5) technical or human error which may occur in the administration of the BloomNet Contest 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 BloomNet Contest 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 BloomNet Contest (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 BloomNet Contest, 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 BloomNet Contest, 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/innovator](http://www.myBloomNet.net/innovator).

**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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