

## Official Rules

### #100moms Contest

#### NO PURCHASE NECESSARY TO ENTER OR TO WIN

#### OFFICIAL RULES

VOID WHERE PROHIBITED BY LAW OR REGULATION.

THIS CONTEST IS OFFERED ONLY IN THE 50 STATES OF THE U.S. AND WASHINGTON, D.C. AND IS INTENDED FOR PARTICIPATION IN THOSE AREAS ONLY.

1. **Sponsor:** FTD, Inc., 3113 Woodcreek Drive, Downers Grove, Illinois 60515 ("Sponsor"). Although the FTD® 100moms Contest (the "Contest") is administered through a Facebook interface, the Contest is in no way sponsored, endorsed or administered by, or associated with, Facebook, Inc. ("Facebook"), though Facebook's terms of use apply to all use of Facebook. You are providing your information to Sponsor and not to Facebook.

2. **Eligibility:** The Contest is open only to permanent legal residents of the 50 United States and Washington, D.C. (excluding Guam, Puerto Rico and all other U.S. and foreign territories and possessions) who are physically located and residing therein and who warrant and represent that they meet all of the following requirements as of the time their entry into the Contest is deemed complete: (a) they are 21 years of age or older; (b) they have a Facebook account; (c) they have Internet access; (d) they possess a social security number, or federal tax identification number issued by the appropriate government agency at time of entry; and (e) they have carefully read and reviewed prior to agreeing to, and agreed to as instructed, the Contest Official Rules. Employees of Sponsor (defined below) and those involved in the development, handling, production, implementation and distribution of the Contest, and their advertising or promotion agencies, parent companies, agents, officers, employees, licensees, subsidiaries or affiliates, service providers, prize suppliers, or any other persons/entities directly associated with the Contest (collectively "Contest Entities") and/or members of their immediate families and/or persons living in the same household as such persons, whether or not related, are ineligible to enter the Contest. FTD employees may post about their "moms" but are not eligible to enter or win.

3. **How to Enter:**

The Contest begins at 9:00:01 a.m. Pacific Standard Time ("PST") on April 16, 2014 and ends at 11:59:59 p.m. PST on May 8, 2014 (the "Contest Period"). To enter this Contest, please access the Contest application at <http://www.facebook.com/FTDFlowers> and complete the entry process, including an essay of up to 100 words and uploading a photo or video (of less than 120 seconds) about your mom or another special mom in your family (whether mother, grandmother, great grandmother, aunt, sister, etc) Remember, originality and creativity are factors in the judging and submitting a photo or video is important to show your originality and creativity. You will be required to "Like" the FTD® Facebook fan page, found at <http://www.facebook.com/FTDFlowers> (if you are already a "Liker", you will not be required to complete this action). You may also be required to input your name and email address on a separate form page. The order of these steps may vary. These steps will enter you in the Contest. YOU MAY NOMINATE AS MANY "MOMS" AS YOU WOULD LIKE, BUT ONLY ONE ENTRY PER EMAIL ADDRESS AND NATURAL PERSON PER NOMINATED "MOM" IS ALLOWED DURING THE CONTEST PERIOD. Valid entries must be submitted via the online method as described above. All entries must be received during the Contest Period. Any attempt by an entrant to obtain more than the allowable entry by using multiple/different e-mail addresses or Facebook accounts, identities or any other online methods will void all of that entrant's entries. By entering, entrants agree to comply with these Official Rules including all eligibility requirements. Sponsor reserves the right to verify eligibility of all entrants. Illegible and/or incomplete entries and entries submitted by entrants who do not meet the

eligibility requirements (including all requirements with respect to age and residence) are void. Sponsor and their agents are not responsible for lost, late, or misdirected entries, for technical, hardware or software failures of any kind, for lost or unavailable network connections, or for failed, incomplete, garbled or delayed computer transmissions or any human error which may occur in the receipt or processing of the entries. Proof of entering information at website does not constitute proof of delivery or receipt. Sponsor reserves the right to modify the scheduling of the Contest without prior notification. Use of computer programs, macro, programmed, robotic, automatic and other similar means to enter the Contest is prohibited and may result in the disqualification of entries and/or the entrant. In the event of a dispute regarding the identity of the person submitting an entry, the entry will be deemed to be submitted by the person in whose name the e-mail account is registered on the date the entry is submitted. Entries must be original, and all entries become the sole property of the Sponsor and will not be acknowledged or returned. Entry must be in keeping with the Sponsor's family friendly image and may not be offensive nor can it defame or invade upon the publicity rights or privacy of any person or otherwise infringe upon any person or entity's personal or proprietary rights, as determined by the judges in their sole discretion. Incomplete entries and entries not complying with all rules are subject to disqualification. No correspondence regarding entries will be acknowledged or entered into with entrants. and shall become the sole property of the Sponsor and will not be returned. Sponsor is not responsible for late, lost, incomplete, illegible, stolen, damaged or misdirected entries (all of which such entries are void). In case of any dispute as to the identity of an online entrant, the entry will be deemed as having been made by the "Authorized account holder" defined as the natural person who is assigned to an email address by a telephone company, wireless service provider, Internet access provider, Internet service provider or other organization (e.g. business, educational, institution, etc.) that is responsible for assigning email addresses.

#### **4. Winner Selection and Notification:**

Each potential winner will be selected on or about **May 12, 2014**, by Sponsor or a designee, the judge of the Contest whose decisions are final and binding on all matters relating to the Contest and will be judged on the basis of: adherence to the best mom theme (30%), creativity of entry (35%), originality (35%). In the event of a tie, the entries involved will be re-judged according to the criteria listed above. (each a "Potential Winner"). Each winner will be notified through Facebook or by email (at the email address provided in the Contest entry) and provided the prize. If the prize cannot be delivered or is returned as undeliverable, the prize will be forfeited. Potential Winner forfeits the Prize. In the event that the Potential Winner does not comply with these Official Rules or is otherwise disqualified for any reason, Sponsor may award the applicable Prize to an alternate Potential Winner selected from among the other Contest entrants at its sole discretion. Each Potential Winner who receives a Prize is known as a "Winner". In the event of insufficient qualifying entries, Sponsor reserves the right to extend the Contest Period or reward fewer prizes. One prize per person or email address.

#### **5. Prizes: 100 prizes will be awarded. (\$50 FTD® electronic gift cards) The Prize consists of the following: Approximate Retail Value ("ARV") \$50 USD. All terms and conditions of electronic gift card apply. .**

**Odds of winning depend on the number of eligible Contest entries received during the Contest Period.** If a Winner forfeits a Prize, this forfeiture will serve as complete fulfillment of the obligation by the Sponsor and no additional compensation will be awarded. Each Winner is solely responsible for all costs, incidentals, and any other expenses not specifically mentioned as being included. No substitution, transfer, or cash equivalent for a Prize (or Prize component) is permitted. All federal, state, local or other taxes are the sole responsibility of each Winner. EACH PRIZE IS AWARDED "AS IS" AND WITHOUT WARRANTY OF ANY KIND, EXPRESS OR IMPLIED

(INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSES). ACCEPTANCE, PARTICIPATION IN AND/OR USE OF A PRIZE ARE AT THE WINNERS' SOLE RISK, AND SPONSOR IS NOT RESPONSIBLE FOR DAMAGES WHATSOEVER, INCLUDING SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE USE AND/OR MISUSE OF A PRIZE. SPONSOR RESERVES THE RIGHT TO VERIFY ELIGIBILITY OF THE WINNER. Some jurisdictions may not allow the limitations or exclusion of liability for incidental or consequential damages or exclusion of implied warranties, so some of the above limitations or exclusions may not apply to you. Check your local laws for any restrictions or limitations regarding these limitations or exclusions.

**6. General Conditions and Disclaimers:** This Contest is subject to these Official Rules and all applicable federal, state, provincial, and local laws (collectively "Rules and Laws"). By entering this Contest, each entrant agrees to waive any right to claim any ambiguity or error in the Official Rules of the Contest and to be bound by these Official Rules and by all decisions of the Sponsor, whose decisions are binding and final in all respects. The winning entrant and winning mom (if a resident of a jurisdiction that deems winner to be a minor, his/her parent or legal/guardian) may be required to sign, have notarized and return an Affidavit of Eligibility, a Liability Release, a Publicity Release (where legal), , and/or any other documentation that Sponsor may require (collectively "Affidavit/Release"), within five (5) days after receipt or such Potential Winner may be disqualified and an alternate Potential Winner may be selected from among the remaining Contest entrants at Sponsor's sole discretion. By accepting a Prize, each Winner (his/her parent/legal guardian if the Winner is a resident of a jurisdiction that deems him/her to be a minor) attests to the provisions stated in these Official Rules and compliance with these Official Rules. The Contest Entities are not responsible or liable for multiple entries in excess of the stated limit, entries that are entered by other than human means (such as by an automated computer program or any non-human method) or that are mechanically duplicated, late, destroyed, incomplete, lost, misdirected, forged, damaged, tampered with, or entries that are otherwise not in compliance with these Official Rules (whether due to the fault of the Contest entrant, Sponsor, or any other Contest Entity), and all such entries will be disqualified. If for any reason the Contest is not capable of running as planned, including infection due to computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of Sponsor that corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Contest, Sponsor reserves the right to disqualify any individual it finds who tampers with the entry process, operation of the Contest or web site, and to cancel, terminate, modify, or suspend the Contest without notice and to select the winners from all eligible entries received prior to the cancellation or termination. Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect or delay in operation or transmission, communications line failure, problems or technical malfunctions of any computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of human error, technical problems or traffic congestion on the Internet or at any website, theft or destruction, or unauthorized access to, or tampering with or hacking of any website, any combination thereof, or otherwise, including any injury or damage to any entrant's or any other person's computer related to or resulting from participation in the Contest. Any person attempting to defraud Sponsor or tamper with the Contest in any way will be prosecuted to the full extent permitted by law and will not be eligible for a Prize. Each entrant (his/her parental/legal guardian if entrant is a resident of a jurisdiction that deems him/her to be a minor) agrees to indemnify and hold harmless the Contest Entities from any and all liability resulting or arising from use of any entries or participation in the Contest. Acceptance of a Prize (through activation or use of the gift card) constitutes that Winner's permission for the Sponsor to use the Winner's name, photograph, image, likeness, voice, biographical information, statement and complete address for advertising and/or publicity purposes worldwide and in all forms of media now known or hereafter devised, in perpetuity, without further compensation or authorization (except where prohibited by law) and releases the Sponsor from all claims arising out of the use thereof. If gift card is not activated or used, the prize will be forfeited and another winner will not be awarded.

**8. Release From Liability of Contest Entities:** By participating, entrants agree that Contest Entities shall have no responsibility or liability (including, but not limited to, liability for any property loss, damage, personal injury or death) in connection with the Contest (including, but not limited to, misprinted or typographical errors on the Contest promotional materials), including participation, acceptance/possession and/or use or misuse, and/or defect of a Prize, even if caused by the negligence of the Sponsor and/or Contest Entities. Entrants agree to indemnify and hold harmless the Contest Entities, including without limitation the Sponsor, prize suppliers and their respective parent company, subsidiaries and affiliated companies, and each of them from and against any and all liability, damages, costs, attorneys fees, etc. incurred with regard to any claim by any person(s) in connection with any and all of the rights and benefits conferred by the Entrant upon the Contest Entities in these Official Rules and for any injuries or death, loss or damage of any kind arising from or in connection with participation in and/or entry into the Contest or acceptance or use of any Prize or participation in any Contest-related travel or other activity and for any claims based on publicity rights, defamation, invasion of privacy and merchandise delivery. Entrants also agree that the Contest Entities shall not be responsible for unauthorized intervention, online traffic/congestion, or any technical malfunctions of the telephone network, computer online system, computer dating mechanism, computer equipment, software, interruption or inability to access or utilize the assets/tools designated for this Contest for any reason, or any combination thereof. Entrants further agree that the Contest Entities are not responsible or liable for any injury or damage to the Entrant's or third party's computer and/or its contents, related to or resulting from any part of this Contest. Contest Entities shall not be liable for any injury, damage, loss, expense, accident, delay, inconvenience or irregularity that may be caused or contributed to (a) by any wrongful, negligent or unauthorized act or omission on the part of Sponsor or any of its agents, servants, employees or independent contractors, (b) by any wrongful, negligent or unauthorized act or omission on the part of any other person or entity not an employee of Sponsor, or (c) by any other cause, condition or event whatsoever beyond the control of Sponsor or its parent company, subsidiaries and affiliated companies. Entrants hereby acknowledge that Contest Entities have neither made nor are in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes. The failure of Sponsor to comply with any provision of these Official Rules due to an act of God, hurricane, war, fire, riot, earthquake, terrorism, act of public enemies, actions of governmental authorities outside of the control of the Sponsor (excepting compliance with applicable codes and regulations) or other force majeure event will not be considered a breach of these Official Rules.

**9. Disputes:** Except where prohibited, each Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with the Contest or the Prizes shall be resolved individually, without resort to any form of class action, and exclusively by a federal or state court located in Cook County, Illinois; (b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (c) 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 Contest, shall be governed by, and construed in accordance with, the laws of the State of Illinois, without giving effect to any choice of law or conflict of law rules (whether of the State of Illinois or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Illinois.

**10. Official Rules/Names of Winners:** For a copy of these Official Rules or the names of the Winners, send a self-addressed, stamped envelope to: FTD® Birthday Contest "Rules" or "Names of Winners" (specify which), 3113 Woodcreek Drive, Downers Grove, IL 60515. All requests must be received by June 30, 2014.