

## **1-800-FLOWERS.COM® #MomsWhoWOW Sweepstakes**

### **OFFICIAL RULES:**

***NO PURCHASE NECESSARY TO ENTER OR WIN. OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES, EXCLUDING ALASKA, HAWAII AND PUERTO RICO BUT INCLUDING THE DISTRICT OF COLUMBIA, WHO ARE 21 YEARS OF AGE OR OLDER AS OF THE DATE OF ENTRY. VOID WHERE PROHIBITED BY LAW.***

1. ENTRY PERIOD: 1-800-FLOWERS.COM® #MomsWhoWOW Sweepstakes (hereinafter the “Sweepstakes”) begins at 12:01 AM EDT on 4/23/2018 and ends at 11:59 PM EDT on 5/13/2018 (the “Entry Period”).

2. HOW TO ENTER: Visit any one of the following ten websites listed below and fill out the entry form including answering the question “In one hundred (100) words or less tell how your mom WOWs” (“Entry”). You must be twenty-one (21) years of age or older as of the date of entry and completely fill out a Sweepstakes Entry form. Entry forms are located at [www.1800flowers.com/moms-who-wow-sweepstakes](http://www.1800flowers.com/moms-who-wow-sweepstakes) , [www.1800baskets.com/moms-who-wow-sweepstakes](http://www.1800baskets.com/moms-who-wow-sweepstakes) , [www.cheryls.com/moms-who-wow-sweepstakes](http://www.cheryls.com/moms-who-wow-sweepstakes) , [www.fruitbouquets.com/moms-who-wow-sweepstakes](http://www.fruitbouquets.com/moms-who-wow-sweepstakes) , [www.harryanddavid.com/moms-who-wow-sweepstakes](http://www.harryanddavid.com/moms-who-wow-sweepstakes) , [www.personalizationuniverse.com/moms-who-wow-sweepstakes](http://www.personalizationuniverse.com/moms-who-wow-sweepstakes) , [www.simplychocolate.com/moms-who-wow-sweepstakes](http://www.simplychocolate.com/moms-who-wow-sweepstakes) , [www.stockyards.com/moms-who-wow-sweepstakes](http://www.stockyards.com/moms-who-wow-sweepstakes) , [www.thepopcornfactory.com/moms-who-wow-sweepstakes](http://www.thepopcornfactory.com/moms-who-wow-sweepstakes) and [www.wolfermans.com/moms-who-wow-sweepstakes](http://www.wolfermans.com/moms-who-wow-sweepstakes) . **LIMIT ONE (1) ENTRY PER PERSON.**

#### **2.1. ENTRY CONTENT RESTRICTIONS:**

- a. Entries received a) each must be in the entrants own words 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 ADDITIONAL ENTRY TERMS & CONDITIONS:** Use of computer programs and/or other automated devices to enter the Sweepstakes are prohibited. Normal Internet access and usage charges imposed by your on-line service will apply. By entering you understand that a) the Sponsor has the exclusive right to use your entry and excerpts of your entry in any advertising and promotional materials (visual, sound, print and/or electronic form), including posting entries or portions thereof on its website, social media sites (Facebook, Twitter, Instagram, etc.), advertising. etc.; b) 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; and c) 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. SWEEPSTAKES PRIZES AND APPROXIMATE RETAIL VALUES (“ARV”):** One (1) Grand Prize package for one (1) winner (“Winner”) and (1) guest will receive a trip to the Lavender Fields of Provence France during the Summer of 2018: The trip includes:

- Two (2) roundtrip airline tickets from the winners nearest major international US airport to Provence, France, including airport transfers in France
- Four (4) days / Three (3) nights in a four-star hotel or authentic property (double occupancy) in Provence, France
- All meals provided
- Ground Transportation to all activities in France
- Private tour of lavender farms and fields
- Private tour with a chocolatier
- Private cooking class with chef for cuisine including preparing, learning and eating
- Private wine tastings at local wineries with a sommelier
- Self Guided tour through historic Avignon

The ARV of the Grand prize is \$10, 750 USD.

If the Winner is unable to redeem the Grand Prize package during the Summer of 2018 when the Lavender Fields are in their peak season in France, then the Sponsor will provide an equally fantastic trip that must be redeemed no later than March 31st, 2019.

### **3.1 PRIZE DETAILS:**

At least one person travelling must be over the age of twenty one (21); accommodations are based on double occupancy of a room; valid credit or debit card will be required to guarantee your room check in; **prize does not include** travel to and from the departure airport, personal expenses, incidentals or food and drink unless otherwise stated; all elements of the prize are subject to availability; if unavailable, experiences and items of a

similar nature and value may be offered; hotel/accommodations will be selected by the Sponsor at their sole discretion; Winner must contact Sponsor with preferred travel dates no later than sixty days prior to departure; once confirmed the prize cannot be amended or cancelled; prize is non-refundable and non-transferable; no cash alternative is available; all travelers will be required to have a passport valid for at least 6 months on date of travel; any necessary visa or insurance are the responsibility of the Winner and guests; blackout dates may apply; prize is valid for 10 months from the date of notification of winning and all travel must be completed within that time; if Winner is unable to, or elects not to, use part of the prize, the Winner will forfeit that part of the prize package.

All prize details not specified in these Official Rules will be determined in Sponsor's sole and absolute discretion. Any difference between stated ARV and actual value of prize will not be awarded. Travel must be roundtrip. No refund or compensation will be made in the event of the cancellation or delay of any flight. 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 prize description above, including, but not limited to, ground transportation, bag check fees, meals, incidentals, insurance, passenger tariffs or duties, surcharges, personal charges at lodging or other expenses are the responsibility solely of Winner. Travel companions must be the age of majority where a resident or the children of the Winner 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 companions 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. 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. 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. 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. Prize Winner 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 winner 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 Winner for the actual value of the prize(s) received.

4. **RELEASE:** By entering, participants agree to release, indemnify, defend and hold harmless Sponsor, prize provider 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.

**BY ACCEPTING PRIZE, WINNER ACCEPTS (AND AGREES TO CONFIRM IN WRITING) THE INHERENTLY DANGEROUS NATURE AND RISK IN TRAVEL, INCLUDING PERSONAL INJURY AND/OR DEATH, ACKNOWLEDGES THAT HIS/HER PARTICIPATION IN THE PRIZE EVENT IS VOLUNTARY, ACKNOWLEDGES THAT THERE ARE NATURAL FACTORS AND OCCURRENCES WHICH MAY IMPACT ON OR AFFECT THE SAFETY OF THE ACTIVITIES HE/SHE IS PARTICIPATING IN AND HE/SHE ASSUMES THE RISK OF SUCH FACTORS AND OCCURRENCES AND AGREES THAT TO THE EXTENT PERMISSIBLE BY LAW, RELEASED PARTIES SHALL NOT BE IN ANY WAY RESPONSIBLE FOR ANY RESULTING INJURY AND/OR DEATH.**

5. **WINNER SELECTION:** Winner will be selected in a random drawing on or about 5/20/2018 from among all eligible entries received during the Entry Period. Drawing will be conducted by a representative of Sponsor, whose decisions are final on all matters relating to this Sweepstakes. Odds of winning are dependent upon the number of eligible entries received. Prize will be awarded and potential winners will be notified by e-mail. Prizes are nontransferable, assignable 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.

6. **GENERAL RULES:** Prize winner will be required to execute and return an affidavit of eligibility and liability/publicity release (where legal) within seven (7) 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, prize provider and their respective 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 prize. Entries will be declared to be made by the authorized account. "Authorized account holder" is defined as the natural person who is assigned to the email account associated with the submitted entry. 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.

7. **ELIGIBILITY:** This Sweepstakes is open only to legal residents of the 50 United States, excluding Alaska, Hawaii and Puerto Rico, but including the District of Columbia, who are 21 years of age or older as of date of entry. All federal, state, and local laws and regulations apply. Employees and families of 800-FLOWERS, INC. ("Sponsor") and its respective subsidiaries, divisions, affiliates and related companies, advertising and promotion agencies, and their immediate families are ineligible.

8. **WINNERS LIST:** For the name of the winner, visit [www.1800flowers.com/moms-who-wow-sweepstakes](http://www.1800flowers.com/moms-who-wow-sweepstakes) from approximately 6/1/18 through 7/1/2018.

9. **SPONSOR:** The Sponsor of this Sweepstakes is 800-FLOWERS, INC., One Old Country Road, Suite 500, Carle Place, NY 11514.

10. **LIMITATION OF LIABILITY:** NEITHER 800-FLOWERS, INC., NOR ITS RESPECTIVE 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.

11. **GOVERNING LAW & VENUE:** THE NEW YORK COURTS (STATE & FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES 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.

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