

# DESIGNERS CHALLENGE INTERNATIONAL

## OFFICIAL RULES

**A REGISTRATION FEE IN THE AMOUNT OF \$25.00 PAYABLE TO FLORIDA STATE FLORISTS' ASSOCIATION THROUGH ITS' WEBSITE:**

<http://www.floridastatefloristsassociation.com/>

**IS NECESSARY TO ENTER OR WIN. THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.**

### **1. Host and Sponsors**

**A. Host:** Florida State Florists' Association (FSFA) (“Host”).

#### **B. Sponsors:**

Diamond Sponsors: FernTrust Inc, Orlando Wholesale Florist, Details Flowers, Flower Shop Network, Teleflora, Floristware, Direct Floral Greens, Badash Crystal Inc, FTD, Floriology Institute

Platinum Sponsors: Icpak Inc, Kennicott Brothers-Tampa, Floristcentric, Pennock Orlando, Smithers-Oasis, SNS Floral Greens

**2. Entry Period:** The Designers Challenge International (“Competition”) begins at 12:00 p.m. Eastern Standard Time on July 1, 2020, and ends at 11:59 p.m. Eastern Standard Time on August 15, 2020 (“Entry Period”).

**3. Eligibility:** Contestants must be, as of the date of entry, (A) any person who is a floral designer or in a floral related industry. (B) age 18 or over. Entry constitutes entrant’s full and unconditional agreement to these official rules (“Official Rules”) and to Host’s decisions; the decisions of Host in regards to all matters related to this Competition are final and binding. Winning a prize is contingent upon fulfilling all requirements set forth in these Official Rules.

### **4. How to Enter and Entry/Content Requirements:**

**A.** The Theme of the Design Challenge International is “Inspired”

**B.** Contestants are to select a photograph of a person, place, item, artwork or anything they draw inspiration from.

**C.** Contestants are to design a creative floral design to capture the inspiration of the photograph they have chosen. The overall design may be no larger than 36” Height, 36” Length and 36” Width. Contestants may use any medium to create their designs. The design must include fresh floral product, foliage, dried floral product, permanent botanicals or any combination thereof. At least 50% of the design must be fresh floral product, foliage, dried, or permanent botanicals. Contestants are not limited to the design style. The designs may be hand tied, vased or containered, designed with an armature...the sky is the limit.

**D.** During the Entry Period, the contestant must submit to Host via email at [contest@fsfanow.com](mailto:contest@fsfanow.com) 4 photographs. These 4 photographs must include the “Inspiration” photograph and 3 photos of the finished design. These must be a front, side and top view of the piece designed by the entrant. You may include up to three (3) additional photographs showing detail of the design. Photographs of the design MUST include the Design Challenge International tent card that can be downloaded from the Florida State Florists’ Association website under official rules. The tent card will also be emailed with the registration confirmation email.

It is recommended to photograph your design utilizing a white background. The photos must be sent in JPEG or PNG form.

**E.** Submission of your photographs must include a signed Release with your entry. If the photographs submitted are taken by a professional photographer, a release must be submitted by both the contestant and the professional photographer. The Release form can be downloaded from the Florida State Florists’ Association website under contest rules.

**F.** The Release must be in the form of an email and submitted with the photographs. The release must read as follows:

I, (Name)\_\_\_\_\_ hereby release the rights of my photographs to Florida State Florists' Association (FSFA) and its’ sponsors for publication in Sunlighting Florida Florist Magazine, Facebook and other social media platforms. I understand there is no monetary compensation for the release of these photos; Photo credits will be given when published.

Name:

Address:

City:

State:

Country:

Zip Code (Postal Code):

Phone Number:

Email:

**G.** By entering the Competition, you agree to defend and indemnify the Host and Sponsors, upon demand, against any and all claims (including, but not limited to, reasonable attorneys’ fees arising out of any Release associated with any entry you submit (including, but not limited to, claims arising out of forged signatures and/or the failure of entrant to obtain a signed Release from the professional photographer.

**H.** Entries must be received during the Entry Period. Limit one (1) entry per paid registration. Proof of submission of entry does not constitute proof of delivery of entry during the Entry Period. All entries will be acknowledged by email upon receipt. All entries become the property of FSFA and will not be returned.

**I.** All entries must in keeping with Host's image; (i) not be obscene, indecent, libelous nor otherwise offensive (as determined by Host in its sole discretion); (ii) not defame or invade the publicity or privacy rights of any person, living or deceased; (iii) not infringe, violate or misappropriate any person's or entity's personal or proprietary rights (including copyrights, trademarks or other intellectual property rights); (iv) not contain (a) any words, statements or images considered offensive to individuals of any age, race, ethnicity, national origin, religion, sexual orientation or other protected class, disability or those promulgated under the Civil Rights Act of 1964., and (v) not be owned by a third-party or be subject to any restriction or right that would in any way limit Host's right to use the entry as permitted under these Official Rules (collectively "Content Requirements"). Failure to comply with these Content Requirements, as determined by Host in its sole discretion, is grounds for an automatic disqualification from the Promotion.

**J.** By entering the Competition, contestant grants to Host and Sponsors (and its licensees and assigns) a royalty- free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from and display his/her entry, in whole or in part, and otherwise exploit the entry in all media now known or hereafter devised, in any way Host sees fit, including (without limitation) entertainment, instruction/education, promotional, advertising and/or marketing purposes. In connection with all rights granted herein, Host (and its licensees and assigns) shall also have the irrevocable right to incorporate the entry, in whole or in part, into other works, in any form, media or technology now known or hereafter developed. If necessary, entrant will sign any documentation that may be required for Sponsor or its designees to make use of the non-exclusive rights entrant is granting to use the entry.

All entries become the property of Host and will not be returned or acknowledged. Entries generated by script, macro or other automated means or entries that do not fully comply with these Official Rules or which subvert the entry process, in the sole discretion of Sponsor, will not be eligible.

## **5. Selection and Notification of Winner:**

A. At the close of the competition, all entries will be reviewed by a "Panel" comprised of the 16 Sponsors of the promotion. Each Sponsor will select their top 10 designs for a total of up to 160 entries. All submissions will be anonymous to the Sponsors.

B. Once the top 160 designs have been selected, the submitted designs will then be evaluated by an independent Panel of celebrated floral designers within the floral industry. The Panel is independent of the Host (FSFA) The Panel will evaluate each design based on the Principles and Elements of design as defined by the AIFD Guide to Floral Design and on the overall interpretation of the inspiration picture. The Panel will select the Top 10 designs. All submissions will be anonymous to the Panel until after the selection process is complete. The selection process will be completed on or before September 5, 2020.

C. On September 5, 2020, the Top 10 Contestants will be notified by means of email. The designs submitted will be published to a Facebook Event for votes or "Likes" by the viewing audience. The contestants are encouraged to "Share" their entry on Facebook and other social media platforms to encourage "Likes". The voting process will close on September 20, 2020 at 5PM Eastern Standard Time (USA).

D. Three (3) Winners will be selected on or around September 21, 2020 from among all published entries based on the number of votes or “Likes”. The entry with the most votes or likes will be declared the winner. The second highest count will win 1st runner up. The third highest count will win 2nd runner up. In the case of a tie, the Panel will have the sole discretion to select the order of the winners.

#### **6. Prizes:**

The Winner will receive a cash prize in the amount of \$1000.00 (US)

1st Runner Up will receive a cash prize in the amount of \$750.00 (US)

2nd Runner Up will receive a cash prize in the amount of \$500.00 (US)

The Winners will be contacted by email and/or telephone. The Winner must meet all eligibility requirements, including the execution and return of any necessary releases and affidavits, in order to be confirmed as a winner. PUBLICATION OF YOUR PHOTO IS PROVIDED “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND SPONSOR HEREBY DISCLAIMS ALL SUCH WARRANTIES.

**7. General Conditions:** Neither Host, Sponsor nor their agents are responsible for lost, late, incomplete or misdirected entries or other errors of any kind, including (without limitation) incorrect or inaccurate capture of entry or other information or the failure to capture any such information. Neither Host nor its agents are responsible for technical, hardware or software failures of any kind or other errors or problems which may occur in connection with or relating to the Promotion, whether human, computer, network, technical, mechanical, typographical, printing or otherwise, including (without limitation) errors or problems which may occur in connection with the administration of the Competition, the processing or judging of entries or the announcement of the prizes or that may occur in any Competition-related materials or limit prize fulfillment or a Contestants’ ability to enter the Competition of the Promotion for any reason or through the acts or defaults of any company or person providing any prize. All such losses or expenses must be borne by the affected participants, entrants and/or winners. Host reserves the right, in its sole discretion, to suspend, cancel, modify or prematurely conclude the Promotion should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Promotion or should any portion of the Promotion be compromised for any reason. By way of illustration and not limitation, Host may at its sole discretion select winner from entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor in the event of such compromise or corruption. False or deceptive entries or acts will render the entrant ineligible, and Sponsor reserves the right to disqualify any entrant (and void his/her entry) who attempts to undermine the legitimate operation of the Competition or violates these Official Rules.

Each Contestant, by entering the Competition, agrees (A) to release, indemnify and hold harmless Host, Sponsor, its affiliates, parents, subsidiaries, advertising and promotion agencies and their respective past and present directors, officers, employees, representatives and agents from and for any liability for any injuries, losses or damages of any kind, to persons or property (including without limitation death; claims based on publicity rights, defamation or invasion of privacy; and any claims based on a violation of a third party’s intellectual property rights),

resulting in whole or in part, directly or indirectly, from entrant's participation in this Promotion or in any related activity or entrant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation entrant's failure to comply with the Content Requirements and (B) if such entrant becomes a winner, by acceptance of a prize, except where legally prohibited, grants permission for Host and those acting pursuant to its authority (and agrees to confirm such agreement in writing upon request) to use his/her name, photograph, likeness, voice and prize information for advertising, trade and promotional purposes without any further compensation, in all media now known or hereafter discovered, worldwide and on the Internet and/or World Wide Web, without notice, review or approval.

Entrants represent and warrant that neither their participation in this Promotion nor acceptance of any prize awarded herein shall be in violation of any federal, state or local law.

If a Potential Winner is determined to be ineligible or not in compliance with these Official Rules for any reason, such Potential Winner will be disqualified, the prize will be forfeited, and an alternate Potential Winner selected and notified.

**8. Disputes:** Each entrant agrees that (A) any and all disputes, claims and causes of action arising out of or in connection with this Promotion, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of Florida; (B) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Promotion, but in no event attorneys' fees; and (C) under no circumstances will an entrant be permitted to obtain awards for, and each participant hereby waives all rights to claim, punitive, incidental or consequential damages, any other damages other than 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 entrants and Host in connection with the Promotion, shall be governed by and construed in accordance with the laws of the State of Florida, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Florida or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Florida of these Official Rules.

**9. Winner List:** Winning entry along with winners' names, will be posted on the Promotion Website on or around September 25, 2020 or as soon as the winner has been confirmed.