



Franklin Park Conservatory Social Media Contest Rules – *Blooms & Butterflies* Bracket

To provide fair and equal chance of winning to all participants, the following are the official rules for all contests published by Franklin Park Conservatory and Botanical Gardens.

1. **NO PURCHASE IS NECESSARY TO ENTER OR WIN.** A purchase will not increase your chances of winning. Participation constitutes entrant's full and unconditional agreement to and acceptance of these Official Rules. Blooms & Butterflies bracket submissions will be accepted online from 12:00 p.m. Eastern Time ("ET"), March 29, 2019 to 10:00 a.m. ET, April 2, 2019. The contest is conducted by Franklin Park Conservatory and Botanical Gardens (the "Sponsor") who is solely responsible for all aspects of this contest.

2. **ELIGIBILITY.** The contest is open to legal residents of the United States of America who are 18 years of age or older as of 10 a.m. ET April 2, 2019. Sponsor's employees and their immediate families are not eligible to participate or claim a prize. Void where prohibited or restricted by law. All federal, state and local laws, rules and regulations apply. By participating, entrants agree to abide by all terms of these Official Rules and to the decisions of the judge and waive any right to claim ambiguity in the Survey or these Official Rules.

3. **HOW TO ENTER.** The entrant must:

a) Successfully complete the Blooms & Butterflies submission form as posted on Franklin Park Conservatory's website, www.fpconservatory.org.

b) All entries must be received by 10:00 a.m. ET on April 2, 2019.

c) Participants must share a valid email as a form of contact.

d) All winners must claim their prizes before the last day of Blooms & Butterflies, September 15, 2019. Any prizes that are unclaimed by 5 p.m. ET on September 15, 2019 will be null and void.

4. **INTERNET LIMITATIONS OF LIABILITY.** If for any reason this contest is not capable of running as planned due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or any other causes beyond the control of the Sponsor which corrupt or affect the administration, security, fairness, integrity or proper conduct of this contest, the Sponsor reserves the right at its sole discretion, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the contest in whole or in part, at any time, without notice and award the prizes using all non-suspect eligible entries received as of this termination date. The Sponsor assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. The Sponsor is not responsible for any problems or technical malfunction of any telephone network or telephone lines, computer on-line systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by the Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any



Website, or any combination thereof, including any injury or damage to participant's or any other person's computer relating to or resulting from participation in this Contest or downloading any materials in this Contest. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE; THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH PERSON(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW. In the event of a dispute as to the identity of a winner, the winning entry will be declared by the authorized account holder of the submission at time of entry. "Authorized account holder" is defined as the natural person who is assigned to the email account associated with the submission.

5. SELECTIONS AND NOTIFICATION OF WINNERS. Winners will be determined on or after the contest concludes on April 8, 2019 by Sponsor's staff from among all eligible entries. Winners will be notified on or after April 9, 2019 via email and need not be present to win. Winners are solely responsible for all travel costs that might be required to visit Franklin Park Conservatory and Botanical Gardens. The winner will be disqualified if a selected winner fails to comply with these rules; cannot be contacted; is ineligible; fails to claim a prize or fails to return the completed and executed Affidavit and Releases, in the stated time period as required; or if the prize notification or prize is returned as undeliverable. Acceptance of a prize constitutes permission to use the winners = names, likenesses, and statements for promotional and publicity purposes without additional compensation or limitation unless prohibited by law. All decisions of the Sponsor regarding the selection of winners, notification and substitution of winners in accordance with these Official Rules shall be binding and final.

6. PRIZES AVAILABLE. Winners will receive prizes as described in the contest promotion and as outlined below. All prizes must be redeemed by respective expiration dates as listed on each asset below. Substitutions of similar value will be made at the sole discretion of the Sponsor if offers are no longer available. The prize is not transferable, assignable or redeemable for cash and if not used will be forfeited. Approximate retail values (ARV) of prizes are listed below.

a) Franklin Park Conservatory general admission tickets (4). \$19 ARV per ticket. Must be redeemed by September 15, 2019.

7. INDEMNIFICATION AND RELEASE. By participating in the contest and participating in any promotions relating thereto, each entrant agrees to release and hold Sponsor, their respective affiliates, subsidiaries, parent companies, officers, directors, shareholders, employees, agents, participating retailers and any other companies participating in the design, administration or fulfillment of this sweepstakes and their respective officers, directors, employees, and agents, harmless from any and all losses, rights, claims, injuries, damages, expenses, costs or actions of any kind resulting in whole or in part, directly or indirectly, from participation in this sweepstakes or any sweepstakes-related activity, or acceptance, possession, use or misuse of the prize or parts thereof, including without limitation personal injuries, death and property damage and claims based on publicity rights defamation or invasion of privacy.



8. TAX INFORMATION. All applicable Federal, state and local tax liabilities and any other incidental expenses, fees or costs associated with the receipt or use of any prize are the sole responsibility of the winner.

9. WINNER'S LIST. For an Official Winner's List available after April 8, 2019 and through December 31, 2019 or a copy of these Official Rules (PLEASE SPECIFY WHICH), send a self-addressed, stamped envelope to: Franklin Park Conservatory, 1777 East Broad Street, Columbus, OH 43203.

10. SPONSOR. Franklin Park Conservatory and Botanical Gardens: 1777 East Broad Street, Columbus, OH 43203.