



## OFFICIAL RULES

AIFD Foundation invites floral designers and floral enthusiasts to enter the  
“ROCK THAT TREE” Design Contest  
to Endow the American Institute of Floral Designers Foundation  
South West Chapter Fund

**Host.** AIFD Foundation

**Sponsor.** South West Regional Chapter

**Eligibility.** Contest is open to all floral designers and floral enthusiasts. Contestants must be 18 or over as of the date of entry. One entry per contestant.

**Entry Period.** “Rock That Tree” Design Contest (“Contest”) Entry Period begins November 10, 2020 at 1:00 p.m. Eastern Standard Time and ends December 8, 2020 at 11:59 p.m. Eastern Standard Time (“Entry Period”).

**How to Enter.** During the Entry Period, the contestant must submit one photograph, past or present, of a single holiday tree, designed in any holiday theme to the Host that best captures the design via email at [rockthattree@gmail.com](mailto:rockthattree@gmail.com) and contribute a minimum donation of \$25.00 to the AIFD Foundation South West Chapter Fund at [aifdfoundation.org](http://aifdfoundation.org).

**Client Permission and Authorization.** In the event that the image is of a client's tree, the Client Permission and Authorization Form, provided at [aifdfoundation.org](http://aifdfoundation.org), must be completed and signed by the client and emailed at the time of submission to [rockthattree@gmail.com](mailto:rockthattree@gmail.com). It is not necessary to complete the referenced form if you own the tree at the time of submission.

**Business Permission and Authorization.** In the event that the image is of a tree in the designer's place of employment, the Business Permission and Authorization form, provided at [aifdfoundation.org](http://aifdfoundation.org), must be completed and signed by the business owner or manager and emailed at the time of submission to [rockthattree@gmail.com](mailto:rockthattree@gmail.com). It is not necessary to complete the referenced form if you own the tree at the time of submission.

**Minimum Donation to Enter.** A minimum donation, of \$25 to the South West Regional Chapter Fund is required to enter. The minimum donation is payable online at [aifdfoundation.org](http://aifdfoundation.org) at the time of submission.

The donation is NECESSARY to enter or win.

THIS CONTEST IS SUBJECT TO ALL APPLICABLE FEDERAL, STATE AND LOCAL LAWS.

**Entry and Content Requirements.** Entry constitutes full and unconditional agreement to these Official Rules ("Official Rules") and to Host's decisions. The decisions of Host, regarding all matters related to this Contest, are final and binding. Winning a prize is contingent upon agreeing to and fulfilling all requirements set forth in these Official Rules.

- Read the Contest Official Rules before proceeding.
- The Theme of the contest is "Rock That Tree."
- Contest is open to all floral designers and floral enthusiasts.
- Contestant must be 18 or over as of the date of entry.
- One entry per Contestant.
- Contestant must be the lead designer to create a single holiday tree.
- Contestant may use fresh, dried, permanent botanicals and combinations of these varied mediums as well as ornaments, ribbons and holiday embellishments.
- The photograph must be of a single holiday tree and not be of an interior, wedding or event space, or an expanded visual display.
- No name, watermark or identifying information shall be permitted on the image.
- Photograph, past or present, in any holiday theme to be emailed as noted.
- If applicable, the appropriate Permission and Authorization Form must be emailed with the submission.
- Contribute the minimum donation to the South West Chapter Fund, payable at the time of submission.

**Photography.** Submitted photographs can be used by the Host. Contestants understand and agree that submission of photo will release the photograph for use by the Host in publications or social media, etc., in accordance with these

rules. No name, watermark or identifying information shall be permitted on the image.

**Indemnify.** By entering the Contest, you agree to defend and indemnify the Host and Sponsors, upon demand, against all claims (including, but not limited to, reasonable attorneys' fees) arising out of any release associated with any entry you submit.

**Receipt of Entry.** Entries must be received during the Entry Period. Limit one (1) entry per person. All entries will be acknowledged by email upon receipt. All entries become the property of the AIFD Foundation and will not be returned.

**Content Requirements.** All entries must be 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 Contest Requirements, as determined by Host in its sole discretion, is grounds for an automatic disqualification from the Contest.

**Property of Host.** By entering the Contest, 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 Host and Sponsor, will not be eligible.

**Review by a Panel of Judges.** At the close of the contest, all entries will be reviewed.

- All submissions will be anonymous to the panel of judges.
- Contestants will be assigned a number so each is unknown to the panel of judges.
- The design will be evaluated by the panel of judges ("panel"), comprised of floral designers.
- The panel will evaluate each design based on stated Principles and Elements of Design as defined by the AIFD Guide to Floral Design. The panel will select the top three designs for 1<sup>st</sup>, 2<sup>nd</sup> and 3<sup>rd</sup> placements.
- All submissions will be anonymous to the panel of judges.
- The selection process will be completed on or before December 23, 2020.

**Announcement of Winners.** On December 30, 2020, the winners will be notified, followed by an announcement on social media. 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 Images.** PUBLICATION OF YOUR PHOTO IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, AND HOST AND SPONSOR HEREBY DISCLAIM ALL SUCH WARRANTIES.

**Prizes.** Prizes will be awarded to the First, Second, and Third Place Winners.

**First Place.** The First Place Winner will receive:  
\$300 (US) made possible by the South West Chapter of AIFD  
AIFD® Portfolio Book *Artistic Floral Design*

**Second Place.** The Second Place Winner will receive:  
\$200 (US) made possible by the South West Chapter of AIFD  
AIFD® Portfolio Book *Artistic Floral Design*

**Third Place.** The First Place Winner will receive:  
\$100 (US) made possible by the South West Chapter of AIFD  
AIFD® Portfolio Book *Artistic Floral Design*

**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 Contest, 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 Contest, the processing or judging of entries or the announcement of the prizes that may occur in any Contest-related materials or limit prize fulfillment or a Contestants' ability to enter the Contest 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 Contest should any computer virus, malfunction, fraud, tampering, unauthorized intervention or other cause beyond its control corrupt the administration, security or proper operation of the Contest or should any portion of the Contest 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 Host in the event of such compromise or corruption. False or deceptive entries or acts will render the Contestant ineligible, Host or Sponsor reserves the right to disqualify any Contestant (and void his/her entry) who attempts to undermine the legitimate operation of the Contest or violates these Official Rules. Each Contestant, by entering the Contest, 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 Contestant's participation in this Contest or in any related activity or Contestant's acceptance, possession, use, misuse or nonuse of any prize, including without limitation Contestant's failure to comply with the Contest Requirements and (B) if such Contestant 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. Contestants represent and warrant that neither their participation in this Contest 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.

**Disputes.** Each Contestant agrees that (A) any and all disputes, claims and causes of action arising out of or in connection with this Contest, 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 Texas; (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 a Contestant be permitted to obtain awards for, and each Contestant 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 Contest, shall be governed by and construed in accordance with the laws of the State of Texas, without giving effect to any choice of law or conflict of law rules or provisions (whether of the State of Texas or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than the State of Texas of these Official Rules.