

# The AIFD Foundation invites floral designers and floral enthusiasts to enter the "PHILosophy" Design Contest

"An award winner surpassing all others, he is revered as a true genius of the human spirit. He can turn a palm frond into a treasured sculpture. In turn, he can mold a student into a dedicated designer. His design style, philosophy of life and compassion for his art make him the finest creative wonder of our time."

— Rocky Pollitz AIFD

The AIFD Foundation invites floral designers and floral enthusiasts to create a Neotropica or Tropical Nouveau design in the spirit of PHILosophy and to endow the Phil Rulloda AIFD Scholarship Fund.

## Host

**AIFD Foundation** 

#### **Sponsors**

Green Point Nurseries • Mellano and Company • Phil Rulloda School of Floral Design • Resendiz Brothers Protea Growers

## 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**

"PHILosophy" Design Contest ("Contest") Entry Period begins May 20, 2021 at 1:00 p.m. Eastern Standard Time and ends June 9, 2021 at 11:59 p.m. Eastern Standard Time ("Entry Period").

## **How to Enter**

During the Entry Period, the contestant must submit one photograph of a single design to the Host that best captures the design via email at philosophyofdesign2021@gmail.com and make the noted minimum donation to the Phil Rulloda AIFD Scholarship Fund.

## **Minimum Donation to Enter**

A minimum donation, of \$35, to the Phil Rulloda AIFD Scholarship Fund is required to enter. The minimum donation is payable online at aifdfoundation.org at the time of submission. The donation is REQUIRED to enter or win.

## Legal

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

## **Entry and Contest 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.
- Entry constitutes full and unconditional agreement to the Official Rules.
- The Theme of the contest is "PHILosophy."
- 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.
- The entry must be a sole effort.



- Contestant must create a single floral design to illustrate a Neotropica or Tropical Nouveau style.
- The overall single floral design may be no larger than 36" height, 36" length and 36" width.
- · Contestant may use fresh florals and fresh foliages.
- The photograph may not be of an interior, wedding or event space, or a visual display.
- No name, watermark or identifying information shall be permitted on the image.

#### **Definitions**

Philosophy - The study of the theoretical basis of a particular branch of knowledge or experience

Neotropica - A floral design that is newly styled of only tropical flowers and tropical foliages

Tropical Nouveau - A blending of tropical and temperate flowers, introducing botanicals of opposing geographic origins

# **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. The submitted photographs may be shared with Contest Sponsors. The Sponsors may post on their respective websites and social media.

## 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. Contestants' names and email addresses may be shared with the Contest Sponsors. 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 Jury and a Panel of Judges. At the close of the entry period, all entries will be reviewed.

- · All submissions will be anonymous to the qualifying jury and panel of judges.
- Contestants will be assigned a number so each is unknown to the qualifying jury and panel of judges.
- A qualifying jury ("jury"), comprised of floral designers, will review the entries for meeting contest requirements, as well as the overall quality of the design. The review will include a clear focused, uncluttered, discernible photograph of only one floral design. The photograph may not be of an interior, wedding or event space, or a visual display.
- The jury review will result in qualified designs. Once the designs have been qualified, each design will be evaluated by the panel of judges ("panel"), comprised of floral designers.
- The panel will evaluate each design based on the Elements and Principles of Design as defined by The AIFD Guide to Floral Design and on the overall interpretation of the theme. The panel will select the top three designs for 1st, 2nd and 3rd placements.
- In the event of a tie, the photographs, related to the tie, will be resent to the panel of judges for evaluation.
- The selection process will be completed on or before July 20, 2021.

## **Announcement of Winners**

On July 27, 2021, the winners will be notified, followed by an announcement on social media at 4:00 p.m. Eastern Standard Time. 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 the following prizes:

Study with Phil Rulloda AIFD made possible by the Phil Rulloda School of Floral Design

Up to \$1,000 (US) Cash Reimbursement for travel and expenses made possible by Mellano & Company

\$500 (US) Cash Prize made possible by Green Point Nurseries

\$500 (US) Product Voucher made possible by Green Point Nurseries to use towards available Green Point Nurseries product \$500 (US) Protea Shipment made possible by Resendiz Brothers Protea Growers

"Tropical & Contemporary Floral Design" a 116 page book authored by Phil Rulloda AIFD & Silverio Casabar AIFD

## Second Place

The Second Place Winner will receive the following prizes:

\$350 (US) Cash Prize made possible by Green Point Nurseries

\$300 (US) Product Voucher made possible by Green Point Nurseries to use towards available Green Point Nurseries product \$300 (US) Protea Shipment made possible by Resendiz Brothers Protea Growers

"Tropical & Contemporary Floral Design" a 116 page book authored by Phil Rulloda AIFD & Silverio Casabar AIFD

## **Third Place**

The Third Place Winner will receive the following prizes:

\$150 (US) Cash Prize made possible by Green Point Nurseries

\$200 (US) Product Voucher made possible by Green Point Nurseries to use towards available Green Point Nurseries product \$200 (US) Protea Shipment made possible by Resendiz Brothers Protea Growers

"Tropical & Contemporary Floral Design" a 116 page book authored by Phil Rulloda AIFD & Silverio Casabar AIFD



#### **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.