The Blooms in Hi-Def SWEEPSTAKES

Rules and Regulations

OFFICIAL RULES

Contest Name: Blooms in Hi-Def Sweepstakes

Sponsor: Media99, LLC.

Address: 361 Southwest Drive, PMB 307, Jonesboro, AR 72401

Telephone: 870-931-3159

Media99, LLC and their clients will conduct the Contest substantially as described in these rules, and by participating, each participant automatically agrees to the follow rules and regulations:

Media99, LLC may conduct the Contest concurrently and simultaneously with several participating florists in various States, and may add or remove participating florists at any time during the Contest as deemed necessary and prudent and is announced by the affected florist(s).

1. <u>Description of Contest/Participation</u>.

A. Dates of Contest: The Contest will begin on or about January 15[,] 2009 and end on or about February 13, 2009.

NO PURCHASE NECESSARY. PURCHASE DOES NOT INCREASE ODDS OF WINNING. Void where prohibited. Odds of winning the grand prize will vary based on the number of valid entries received.

B. Contestants who purchase qualifying floral arrangements from participating florists and those who enter the contest by the method described below shall be entered into the contest and eligible to win the Grand Prize which will be randomly selected after the close of the above stated Promotion Period at the offices of Media99, LLC.

HOW TO ENTER: There are two (3) ways to enter the contest:

1) Online purchasers of a qualifying bouquet or other qualifying item from a participating florist, while supplies last, during the stated Promotion Period shall be automatically entered in the contest.

2) To enter by mail into the contest without purchase, between January 15, 2009, and February 12, 2009, send a 3 x 5 index card including hand-printed name, address, city, state, zip code, phone number and email address to Media99, LLC, Attn: Blooms in Hi-Def Sweepstakes, 361 Southwest Drive, PMB 307, Jonesboro, AR 72401. Requests must be postmarked and received by February 12, 2009 to be eligible. Limit one (1) request per stamped outer envelope. Duplicate or multiple entries will not be accepted and will not increase odds of winning.

3) To enter in person, contestants may visit any participating florist and request an entry. The contestant's complete name, address, city, state, zip code, phone number and email address must be provided for a valid entry into the contest.

2. <u>Prize(s)</u>. The prize(s) that may be awarded to the eligible winner(s) are:

PRIZES: Grand Prize: One 42" LCD Television. The prize drawing will be held on February 14th, 2009, by Media99, LLC at its offices at 3230 Windover Gardens Circle, Jonesboro, AR 72401, and, upon verification of eligibility, the participating florist will be notified, who then will notify one (1) grand prize winner.

All taxes (including income and withholding taxes) and any other costs and expenses associated with prize acceptance and use not specifically stated within these Official Rules as being provided are the sole responsibility of the winner, including, without limitation, all federal, state, provincial and local taxes. Prizes may not be transferred, redeemed for cash or substituted except at Media99, LLC's sole discretion. Media99, LLC reserves the right to substitute a prize of comparable or greater value, at its sole discretion. All prize details are at Media99, LLC's sole discretion.

Prize is nontransferable. If a winner cannot be contacted or is disqualified, Media99, LLC and/or the participating florist reserves the right to determine an alternate winner or not to award that winner's prize, in its sole discretion.

3. <u>Eligibility and Limitations</u>. Participants and winner(s) must be residents of the fifty (50) United States and the District of Columbia who are at least 18 years of age. Only one (1) entry per person. Employees of Media99, LLC, participating florists, affiliates, sponsors, and their advertising agencies, and members of the immediate family of any such persons are not eligible to participate and win. The term "immediate family" is to include spouses, siblings, parents, children, grandparents, and grandchildren, whether as "in-laws," or by current or past marriage(s), remarriage(s), adoption, co-habitation or other family extension, and any other persons residing at the same household whether or not related.

4. <u>Delivery Disclaimer</u>. For all contests Media99, LLC and the participating florist(s) disclaim all liability for any delays, incorrect or missed delivery, loss, or failure in the delivery of any item sent by mail, courier, express or other delivery method. Once any prize has been shipped to either the participating florist or grand prize winner, Media99, LLC disclaims all liability for prizes.

5. <u>Publicity; Use of Personal Information</u>. By participating, where allowed by law, all participants and winner(s) grant both Media99, LLC and participating florists exclusive permission to use their names, characters, photographs, voices, and likenesses in connection with promotion of this and other contests and waive any claims to royalty, right, or remuneration for such use. By participating in the Contest, where allowed by law, participants agree that Media99, LLC and participating florists may disclose personal information obtained from participants in the Contest to third parties and use such information for marketing and other purposes.

6. <u>Release</u>. By participating in the Contest, each participant and winner waives any and all claims of liability against Media99, LLC and the participating local florists, their employees and agents, the Contest's sponsors and their respective employees and agents, for any personal injury or loss which may occur from the conduct of, or participation in, the Contest, or from the use of any prize. In order to receive a prize, participants must sign an official waiver form provided by Media99, LLC or the participating florist.

7. <u>Taxes</u>. Any valuation of the prize(s) stated above is based on available information provided to Media99, LLC, and the value of any prize awarded to a winner may be reported for tax purposes as required by law. Each winner is solely responsible for reporting and paying any and all applicable taxes related to the prize(s) and paying any expenses associated with any prize which is not specifically provided for in the official rules. Each winner must provide Media99, LLC with valid identification and a valid taxpayer identification number or social security number before any prize will be awarded. Any person winning over \$600 in prizes from Media99, LLC will receive an IRS form 1099 at the end of the calendar year and a copy of such form will be filed with the IRS.

Conduct and Decisions. By participating in the Contest, participants agree to be bound by the 8. decisions of Media99, LLC and/or any participating florist(s) personnel. Persons who violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means will be disqualified. Media99, LLC or its participating florists will interpret these rules and resolve any disputes, conflicting claims or ambiguities concerning the rules or the Contest and the Company's decisions concerning such disputes shall be final. If the conduct or outcome of the Contest is affected by human error, any mechanical malfunctions or failures of any kind, intentional interference or any event beyond the control of Media99, LLC or the participating florist, either reserves the right to terminate this Contest, or make such other decisions regarding the outcome as is deemed appropriate. All decisions will be made by Media99, LLC and are final. Media99, LLC may waive any of these rules in its sole discretion. ANY ATTEMPT BY A CONTESTANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY CIRCUMVENT, DISRUPT OR DAMAGE ORDINARY AND NORMAL OPERATION OF THIS CONTEST, TELEPHONE SYSTEMS OR WEBSITES, OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, COMPANY RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PARTICIPANT TO THE FULLEST EXTENT PERMITTED BY LAW.

9. <u>Miscellaneous</u>. Each winner must submit proof of eligibility and sign a release form provided by either Media99, LLC or the participating florist to claim the prize. Media99, LLC may substitute prizes, amend the rules or discontinue the Contest at any time. Media99, LLC disclaims any responsibility to notify participants of any aspect related to the conduct of the Contest. For a copy of the rules, or where required by law, a list of winners, contact the business office of Media99, LLC during normal business hours or mail a written request with a stamped, self-addressed return envelope to Media99, LLC at the address listed above. All entries become the property of Media99, LLC and will not be returned. To be removed from direct mail, email or fax lists, visit the participating florist(s) retail location(s) during regular business hours, or send a self addressed stamped envelope with contest name to the participating florist with whom the entry was placed. Entries received by mail at the address as listed in section 1B will not be added to any mailing lists for marketing or otherwise.

10. <u>Compliance with Law.</u> The conduct of the Contest is governed by the applicable laws of the Unites States of America and the State of Arkansas, which take precedence over any rule to the contrary herein. All parties to this contest will be held to the terms described within this document as they apply according to Arkansas law. All proceedings, legal or otherwise regarding Media99, LLC, must be filed with the circuit court of Craighead County in Jonesboro, Arkansas. Participating local florists shall follow the applicable laws for conducting contests, including notice to the state attorney general or consumer affairs office, posting of a prize bond, furnishing lists of winners, running specific on-air disclaimers, providing specific written information about the sweepstakes, etc. as required by local and state law.