



## **#TexasTalentSearch2019**

### **DATES AND RULES**

Dates and rules will be posted at [tsfa.org](http://tsfa.org)

#### Round 1 Pantone Color

Video submissions: January 25, 2019 – February 24, 2019

Judging: February 25, 2019 – March 10, 2019

Winner Announced: March 20, 2019 3:00 pm CST

#### Round 2 Trends

Video submissions: March 21, 2019 – April 2, 2019

Judging: April 3, 2019 – April 14, 2019

Winner Announced: April 24, 2019 3:00 pm CST

#### Round 3 Style

Video Submissions: April 25, 2019 – May 19, 2019

Judging: May 20, 2019 – June 2, 2019

Winner Announced: June 12, 2019 3:00 pm CST

Florist Choice Reactions | Likes and Positive Emotions

Deadline: June 19, 2019

#### Overall Winner

Winner Announced June 26, 2019 3:00 pm CST

The Overall Winner is based on the best cumulative score with the Florist Choice Reactions added to the overall scoring.

### **ROUND DESCRIPTIONS**

#### Pantone Color 2019

In December of each year Pantone Color Institute announces the Color of the Year! Pantone is known worldwide as the standard language for color communication from designer to manufacturer to retailer to customer, across a variety of industries. It is no wonder that design industries anxiously await the announcement of this color! Texas will certainly look to December for the 2019 announcement to launch this contest!

#### Trends

We are all drawn to certain design trends and influences! Take time to research what is noted as today's most recognized interior and floral trends. Select one current design trend that draws you in and offers an opportunity for you to share your best!

## Style

We all have a favorite style of design. Oftentimes our favorite of the moment is a reflection of our client's wishes or needs! The masterpiece must capture all that is of importance for a particular order or extensive event! This time you are the client and the masterpiece is a reflection of you! This is your opportunity to showcase your style and shine!

## JUDGING

There will be three judges for each Round.

## OFFICIAL RULES

No purchase necessary to enter or win. Open only to legal, full time residents of Texas, who are 21 years of age or older as of the date of entry, who have or open an account on [facebook.com](https://www.facebook.com) and who are a floral designer. Void where prohibited by law. Prize acceptance affidavit and release may be required.

**1. Contest Promotional Period:** Texas State Florists' Association #TexasTalentSearch2019 (hereinafter the "Contest") begins at 12:01 pm CST on January 25, 2019 and ends at 11:59 pm CST on June 26, 2019 (the "Promotion Period"). The Contest is three Rounds.

**2. How to Enter:** The Contest will be run in three Rounds with judging after each Round. A winner will be announced for each Round and an overall winner at the conclusion of the contest. Entrants will be required to film and upload a video, one (1) to three (3) minutes in length, describing a floral design created by the entrant, illustrating the noted subject of the particular round of the contest. The entrant will upload the video to the Texas State Florists' Association Facebook page. The entrant must include the hashtag #TexasTalentSearch2019 in the submission post.

For Round One, Round Two, Round Three and Overall Prizes

For Round One

Entries must be received between 12:01 am CST on January 25, 2019 and 11:59 pm CST on February 24, 2019. Entrant will be required to film and upload a video, one (1) to three (3) minutes in length, describing a floral design created by the entrant, illustrating the subject of the 2019 Pantone Color. Entrant is the only person that may be seen or heard in video. Video must be uploaded to the Texas State Florists' Association Facebook page located at [www.facebook.com/txflorist](https://www.facebook.com/txflorist). Entrant must include the hashtag #TexasTalentSearch2019 in their submission post. Entries for Round One will be judged on the following five criteria weighted equally 1) Innovation, 2) Creativity, 3) Verbal Presentation, 4) Design Explanation and 5) Expression of Subject. In the event of a tie, tied entries will be judged based on Expression of Subject and the winner will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and the decision of the Judges, which shall be final and binding in all respects. Evaluations from the Sponsor's appointed three (3) judges will take place between February 25, 2019 and March 10, 2019. Video will be on Facebook with each like and positive emotion received between January 25, 2019 and June 19, 2019 added to the cumulative score to determine overall winner. All Entries in Round One will advance to the overall #TexasTalentSearch2019.

## For Round Two

Entries must be received between 12:01 am CST on March 21, 2019 and 11:59 pm CST on April 2, 2019. Entrant will be required to film and upload a video, one (1) to three (3) minutes in length, describing a floral design created by the entrant, illustrating the subject of an interior or floral trend. Entrant is the only person that may be seen or heard in video. Video must be uploaded to the Texas State Florists' Association Facebook page located at [www.facebook.com/txflorist](http://www.facebook.com/txflorist). Entrant must include the hashtag #TexasTalentSearch2019 in their submission post. Entries for Round Two will be judged on the following five criteria weighted equally 1) Innovation, 2) Creativity, 3) Verbal Presentation, 4) Design Explanation and 5) Expression of Subject. In the event of a tie, tied entries will be judged based on Expression of Subject and the winner will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and the decision of the Judges, which shall be final and binding in all respects. Evaluations from the Sponsor's appointed three (3) judges will take place between April 3, 2019 and April 14, 2019. Video will be on Facebook with each like and positive emotion received between January 25, 2019 and June 19, 2019 added to the cumulative score to determine overall winner. All Entries in Round Two will advance to the overall #TexasTalentSearch2019.

## For Round Three

Entries must be received between 12:01 am CST on April 25, 2019 and 11:59 pm CST on May 19, 2019. Entrant will be required to film and upload a video, one (1) to three (3) minutes in length, describing a floral design created by the entrant, illustrating the subject of style. Entrant is the only person that may be seen or heard in video. Video must be uploaded to the Texas State Florists' Association Facebook page located at [www.facebook.com/txflorist](http://www.facebook.com/txflorist). Entrant must include the hashtag #TexasTalentSearch2019 in their submission post. Entries for Round Three will be judged on the following five criteria weighted equally 1) Innovation, 2) Creativity, 3) Verbal Presentation, 4) Design Explanation and 5) Expression of Subject. In the event of a tie, tied entries will be judged based on Expression of Subject and the winner will be determined by Sponsor in its sole discretion. Entrants agree to the Official Rules and the decision of the Judges, which shall be final and binding in all respects. Evaluations from the Sponsor's appointed three (3) judges will take place between May 20, 2019 and June 2, 2019. Video will be on Facebook with each like and positive emotion received between January 25, 2019 and June 19, 2019 added to the cumulative score to determine overall winner. All Entries in Round Three will advance to the overall #TexasTalentSearch2019.

## For Overall

The cumulative scores of Round 1, Round 2, and Round 3 and the "likes and positive emotions" will be added together to determine the overall winner of #TexasTalentSearch2019 Overall Winner. The Overall Winner will be announced on June 26, 2019.

### 2.1 Entry Content Restrictions:

- a. The Entry must not contain material that violates or infringes another's rights, including but not limited to privacy, publicity or intellectual property rights, or that constitutes copyright infringement;
- b. The Entry must not disparage Sponsor, or any other person or party affiliated with the Contest;

c. We are a family friendly association, so each Entry must not contain material that is inappropriate, indecent, obscene, hateful, tortious, defamatory, slanderous, libelous, or that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and

d. Entry must not contain material that is unlawful, in violation of or contrary to the laws or regulations in any state where Submission is created.

2.2. Additional Entry Terms and Conditions: Limit one Entry per person. Use of computer programs and | or other automated devices to enter the Contest are 'like' and Entry are prohibited. Normal Internet access and usage charges imposed by the entrant's on-line service will apply. By entering, the entrant understands that the Sponsor has the exclusive right to use the Entry and excerpts of the Entry in any advertising and promotional materials (visual, sound, print and | or electronic form), including, but not limited to, posting Entry on its websites, blogs, social media pages and in any form of advertising. By submitting the Entry, the Entrant grants any and all necessary rights and licenses provided herein, including without limitation, all necessary copyright and other related rights to the Entry, free and clear of all claims and encumbrances without violating the rights of any person or entity, including any right to privacy or publicity, the entrant hereby holds the Sponsor harmless from and against any third party claim arising from use of the Entry and waive any right to inspect or approve uses of the Entry or to be compensated for any such uses. All Entries become the exclusive property of Sponsor and may not be acknowledged or returned. Proof of submission will not be deemed to be proof of receipt by Sponsor.

**3. Contest Prizes and Approximate Retail Values("ARV"):** Four (4) Prize winners in total. Round One, Round Two and Round Three individual prize winners will receive a) a 2019 Texas Floral Expo Registration. The Texas Floral Expo will be held in Georgetown, Texas July 26-28, 2019 b) a one-year Texas State Florists' Association membership c) \$300.00. ARV of the prize is \$900.00 USD. The Overall #TexasTalentSearch2019 winner will receive a) Recognition at the 2019 Texas Floral Expo b) will be featured in *TEXAS in Bloom* magazine c) will receive Texas Floral Endowment Education Scholarship in the amount of \$500.00. ARV of the prize is \$500.00 USD. In the event that an entrant wins more than one Round the Sponsor will work with the entrant to award educational opportunities in the designated ARV value.

**4. Winner Selection:** Winners will be selected as detailed in Section 2.

**5. Prize:** Winners are responsible for all travel expenses. Once a registration is made, no changes are permitted. Prizes are not transferable, assignable or redeemable for cash. Prizes must be used by December 31, 2019. No refund or compensation will be made in the event of the cancellation or delay of any flight or transportation. Failure to complete the prize does not relieve the applicable winner of his or her tax obligations associated with winning the prize. No extensions will be permitted, and any unused registration or portion of the prize will be forfeited, and no compensation awarded in lieu thereof. If a prize winner does not accept or use a portion of the prize, the unaccepted or unused portion of the prize will be forfeited, and Sponsor will have no further obligations with respect to that portion of prize. Prize may not be transferred or assigned except by Sponsor. Sponsor is not responsible if any event, show or program is delayed, postponed or cancelled in which event that portion of the prize is forfeited and no substitution will be provided except at Sponsor's sole discretion. Winner will not receive difference between actual

and approximate retail value. Prizes are non-transferable, and no substitution will be made except as provided herein at the Sponsor's sole discretion. Sponsor reserves the right to substitute a prize for one of equal or greater value if the designated prize should become unavailable for any reason. Winner is responsible for all taxes and fees associated with prize receipt and | or use. Prize winners will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the prize(s) they receive. The ARV of the prize(s) is based on available information provided to Sponsor and the value of any prize awarded to a winner may be reported for tax purposes as required by law. The winners may be required to provide Sponsor with a valid social security number before the prize will be awarded for tax reporting purposes. IRS Form 1099 may be issued in the name of winners for the actual value of the prize(s) received.

**6. Release:** By entering, participants agree to release, indemnify, defend and hold harmless Sponsor and each of their respective suppliers, distributors, advertising/promotion agencies, and prize suppliers, and each of their respective parents, subsidiaries and affiliates, and each such party's officers, directors, employees and agents (collectively, the "Released Parties") from and against any losses, damages, rights, claim or cause of action of any kind, in whole or in part, directly or indirectly arising out of participation in the Contest or resulting directly or indirectly from acceptance, possession, receipt, use or misuse of any prize, including, without limitation, personal injury, death and/or property damage, as well as claims based on publicity rights, defamation and/or invasion of privacy.

**7. Publicity:** Except where prohibited by law, participation in the Contest constitutes winner's consent to Sponsor's and its agents' use of winner's shop name, name of the individual redeeming the prize and their respective likeness, photograph, voice, statements, opinions and | or hometown and state for advertising and promotional purposes in any media, worldwide, without further payment, notice or consideration.

**8. General Rules:** Taxes, related to the prizes are the winners' sole responsibility, if applicable. Prize winners may be required to execute and return an affidavit of eligibility and liability | publicity release (where legal) within five (5) days of notification attempt or prize will be forfeited and an alternate winner selected. Return of any prize or prize notification as undeliverable may result in disqualification and alternate selection. Acceptance of prize constitutes permission to use winner's name, likeness, image, photo, sobriquet and biographical information for promotional purposes without further compensation except where prohibited by law. By entering, entrant accepts and agrees to be bound by these OFFICIAL RULES and winners release Sponsor, and their subsidiaries, affiliates, directors, officers, employees, agents and all others associated with the development and execution of the Contest from any and all liability for damages, losses or injury resulting from participation in the Contest or acceptance or use of prize. Entries will be declared to be made by the authorized account. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an Internet Access provider, Online Service provider, or other organization (e.g., business or educational institution) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Entries are subject to verification of eligibility and will be declared invalid if they are incomplete, falsified, altered or tampered with in any way. Sponsor reserves the right in its sole discretion to disqualify any individual that tampers or attempts to tamper with the entry process, the voting process or the operation of the Contest or website; violates the OFFICIAL RULES; or acts in an unsportsmanlike, obscene or disruptive manner, or with intent to annoy, abuse, threaten or harass any other Entrant or person. Entrants are expressly prohibited from offering incentives

(money, cars, exotic vacations, Facebook credits, etc.) in exchange for votes. We hope the entrant enjoys the Contest and encourages people to vote for the entrant's video submission, but compensating people for votes is prohibited and those Entries will be disqualified. Sponsor and its agencies are not responsible for lost, late, incomplete, misdirected or damaged Entries due to internet services, provider's service, weather, technical, hardware or software malfunctions, telephone failures of any kind, lost or unavailable network connections, or failed, incorrect, inaccurate, incomplete, garbled or delayed electronic communications, whether caused by the sender, by any of the equipment or programming associated with or utilized in this Contest which may limit the ability to participate, or by any human error which may occur in the processing of the entries in this Contest. Sponsor reserves the right to cancel, terminate or modify the Contest if it is not capable of completion as planned, including for infection by computer virus, bugs, tampering, unauthorized intervention or technical failures or corruption of any sort, and award prizes from eligible entries received prior to cancellation. Void where prohibited or restricted by law.

By entering this Contest as a contestant including the prize winner, he | she agrees to maintain his | her behavior in accordance with all applicable laws and generally accepted social practices in connection with participation in any Contest. The prize winner understands and agrees that Sponsor and | or prize providers has | have the right, in its or their sole discretion, to disqualify and remove a prize winner from any activity at any time if the prize winner's behavior, at any point, is disruptive or may or does cause damage to person, property, or the reputation of the Released Parties or otherwise violates the policies of the prize providers. No responsibilities are accepted by the released parties for any additional expenses, omissions, delays, or cancellations resulting from any acts of any government or authority. The prize winner acknowledges that he | she is solely responsible for any actions, claims or liabilities related to any Texas State Florists' Association contest activity, including, without limitation, an actions, claims, or liabilities related to use of the prize or any portion thereof.

Released Parties are not responsible or liable to any entrant or to the winner or any person claiming through such winner for failure to supply the prize or any part thereof, by reason of any acts of God, any action, regulation, order or request by any governmental or quasi-governmental entity (whether or not the action, regulations, order or request proves to be invalid), equipment failure, threatened terrorist acts, terrorist acts, air raid, blackout, act of public enemy, earthquake, war (declared or undeclared), fire, flood, epidemic, explosion, unusually severe weather, hurricane, embargo, labor dispute or strike (whether legal or illegal) labor or material shortage, transportation interruption of any kind, work slowdown, civil disturbance, insurrection, riot, or any other cause beyond the released parties' sole control.

**9. Eligibility:** This Contest is open only to legal residents of Texas, who are 21 years of age or older as of date of entry who have or open an account on Facebook.com and are floral designers. Accounts at [facebook.com](https://www.facebook.com) are free and can be opened at [www.facebook.com](https://www.facebook.com) Void where prohibited. Participation constitutes entrant's full and unconditional agreement and acceptance of these "Official Rules" and Sponsor's decisions, including, without limitation, interpretation of these Official Rules, which are final and binding in all matters related to the Contest. Winning a prize is contingent upon fulfilling all requirements set forth herein. All United States federal, state, and local laws and regulations apply.

**10. Winners List:** For the names of the winners, visit the Texas State Florists' Association Facebook page located at [www.facebook.com/txflorist](http://www.facebook.com/txflorist) and | or [tsfa.org](http://tsfa.org) from March 20, 2019 through July 15, 2019.

**11. Sponsor and Administrator:** The Sponsor and Administrator of this Contest is the Texas State Florists' Association, 413 S. West Drive, Leander, Texas 78641.

**12. Limitation of Liability:** Texas State Florists' Association, their agents, employees, parents, subsidiaries, or affiliated companies, as well as, their advertising and promotion agencies shall not have any liability for any indirect, special, punitive or consequential damages, including, without limitation, loss of opportunity or goodwill. In all events, the sole maximum liability of sponsor and its affiliates shall be limited to the ARV of the prizes set herein.

**13. Governing Law and Venue:** The Texas Courts (state & federal) shall have sole jurisdiction of any controversies regarding the contest and the laws of the state of Texas shall govern the same. Each entrant waives any and all objections to jurisdiction and hereby irrevocably submits to the venue of those courts within the counties of Williamson and Travis Counties, Texas.

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