

We've Got Sole

STEPABLES® Display Contest Rules

Contest Rules:

1. Must fill out registration on line-form at www.STEPABLES.com
2. Entries accepted from February 1st 2009 until June 15th 2009. All materials must be received by June 15th 2009, 9:00PM deadline, Pacific Time.
3. For STEPABLES® retail sales display area:
 - a. Entries must use only STEPABLE® tagged plants in the display.
 - b. Other “look-a-like” products are not permissible within the STEPABLES® display area.
4. STEPABLES® Point of Purchase material must be used.
5. If an adjoining STEPABLE® display garden area is combined with the STEPABLES® retail sales area, other larger plant material (taller perennials, shrubs, ornamental grasses, bulbs, etc...) are encouraged to enhance the display to create a “real” landscape scenario for consumers. Hardscaping is also encouraged to create that “lifelike” feeling. Patio furniture, stepping stones, slate, topiaries, statuary are encouraged to be used. However, STEPABLE® plants must be clearly identified.
6. Entries must send 2-4 digital photos to fran@stepables.com or mail a CD to Under A Foot Plant Co. or before contest deadline. Any entry may be disqualified if a photo criterion (specified below) is not followed.
7. Entries must designate name of the proposed local charity at time of registration. Charity must be a 501(c) (3) charitable organization.
8. The entry with the highest points wins.
9. Actual Display Size: There is no size limit on the STEPABLES® display. The contest is based on best usage of STEPABLE® plant material (including but not limited to the actual STEPABLES® plant material for sale), signage and other STEPABLE® elements that create an environment conducive to shopping, fun to look at and engage the consumer's imagination.
9. Category/Prizes:
 - a. Only one winner will be awarded: Best “Overall” STEPABLES® Display -\$2,500 donated to winner's favorite local charity
 - b. Winner will receive a \$250 gift card from Under a Foot Plant Company to share with your entire staff.
 - c. A press release campaign regarding each winner, and feature photos on www.STEPABLES.com of the winning display.

Photo Criteria:

For Digital Image Specifications:

All images must be submitted in JPG or TIF format. Resolution must be 300 dpi, minimum 5”x7” picture size. Maximum image size to be no larger than 2 MB for each photo. Scanned photos sent as attachments are acceptable.

Photos in Standard Format:

All images must be no smaller than 4"x6" and no bigger than 8"x10". Images must be clear, without blemishes and will not be returned.

Please submit your images

Via Email to:

fran@stepables.com

Please write STEPABLES® Photo Contest in the subject line.

OR Send CD or standard photos to:

Under A Foot Plant Company

4742 Liberty Rd. S. #326

Salem, Oregon 97302-5000

Under A Foot Plant Company will confirm photo reception via email or phone call. Any images received will not be returned to the registrant. UAFPC reserves the right to disqualify any entry that has been digitally enhanced or is of poor quality or does not meet the contest criteria.

Contest Eligibility:

This display contest is open to any Authorized Garden Center carrying the STEPABLES® plant line in the U.S. However, any garden center with multiple locations may enter each individual store. (Please list store name and/or number for clarification.) Subject to all federal, state and local laws. Void where prohibited. No entry fees required.

Winners:

The winners will be announced on July 1st via email/phone call. The winning photos will be featured on www.STEPABLES.com, along with a narrative about the winning stores. A press release will be sent to national trade magazine and local press.

Disqualification of entries and winner:

Disqualification and the selection of an alternate winner may result from any of the following: [1] potential winner's failure to respond to notification within five (5) days after its mailing/notification/phone call of award winning; [2] potential winner's failure to designate a 501 (c) (3) Charity [3] Submission of false or inaccurate information and [4] any other non-compliance with contest rules.

Scoring:

Overall Scoring of Contest: Points

Judging Criteria: Best "Overall" STEPABLES® Display

Create the "ultimate", eye catching, fun display by combining STEPABLES® POP and a "Supporting" STEPscape™ in your store. Be Creative!!!

100 overall points

35 points for creativity of display and design

30 points for STEPABLES® Point of Purchase signage used

25 points for "Supporting" STEPscape display and best use of STEPABLE® plant material in display

10 points given for "shop ability" Does the area (large or small) create an overall presence of the STEPABLES® brand clearly and succinctly in respect to the area/space used.

Copyright Transfer and Release:

All digital photos and written documents submitted as entries, including the copyrights thereto, become the property of Under A Foot Plant Company. No entries will be returned. All images and written materials can be used or destroyed by UAFPC as it deems appropriate, including, but not limited to, use for marketing purposes in catalogs, websites, magazines, etc. ALL Entries must be accompanied by a completed on-line entry form/registration to be a valid entry.

The participants hereby acknowledge and agree that UAFPC and its authorized agents may use the Entry and make derivative works of the Entry, including the right to reproduce the same, in connection with the reproduction, distribution, public display, publication, republication and modification of the Entry, whether in whole or in part (including, without limitation, use in connection with UAFPC's promotional materials (such as UAFPC's website and advertising), with or without the Winner's name, photo, likeness and biographical information, subject to applicable law, and without the further consent of , or compensation to, the winner and/or any person who participates in the Entry. The participants agree to perform all duties and execute all documents necessary to effect formal transfer of the copyrights, if necessary.

Conditions:

By accepting a prize/ or entering this photo contest, all participants must agree to the terms and conditions below:

- Participate in promotional events which would include, but are not limited to, having the winning photograph and/or actual display showcased in industry publication or other industry events.
- Participate in press and/or analyst activities (interviews, panels, etc.) and following the contest, whether via telephone or in person.
- Allow UAFPC to use participant's name, likeness, trademarks, or company logos on presentation slides and other marketing materials.

Forfeit of Prize:

If a selected Winner cannot be contacted by the telephone number or e-mail address listed in his/her registration, or fails to designate a charitable organization in accordance with the Contest Rules listed above, then Under A Foot Plant Co. may, in its sole discretion, deem such Prize forfeited, and select another winner.

Release/Indemnity: EACH PARTICIPANT EXPRESSLY RELEASES, INDEMNIFIES, AND HOLDS HARMLESS UNDER A FOOT PLANT CO., ITS EMPLOYEES, AGENTS, REPRESENTATIVES, DIRECTORS, OFFICERS, SHAREHOLDERS, ATTORNEYS, AFFILIATES, DESIGNEES, LICENSEES, ASSIGNEES, AND ASSOCIATES FROM AND AGAINST ANY AND ALL LOSSES, DAMAGES, RIGHTS, CLAIMS, CAUSES OF ACTION, AND ACTIONS OF ANY KIND OR CHARACTER IN CONNECTION WITH, ARISING OUT OF, OR RESULTING FROM THE CONTEST OR THE PRIZE, USE OR COPYING OR OTHER EXPLOITATION OF SUCH PARTICIPANT'S ENTRY MATERIALS BY UNDER A FOOT PLANT CO. OR THEIR LICENSEES, ACCEPTANCE OF THE PRIZE

(BY THE CHARITY), OR ANY DISSATISFACTION WITH THE PRIZE, INCLUDING, BUT NOT LIMITED TO, SUCH CLAIMS BASED IN DEFAMATION, COPYRIGHT, TRADEMARK, FALSE LIGHT, INVASION OF PRIVACY, OTHER TORT, PROPERTY DAMAGE, AND PUBLICITY OR PERSONALITY RIGHTS. UNDER A FOOT PLANT CO. PROVIDES THIS CONTEST TO PARTICIPANTS "AS IS" WITHOUT ANY WARRANTY WHATSOEVER, NEITHER EXPRESS NOR IMPLIED. UNDER A FOOT PLANT CO. EXPRESSLY DISCLAIMS ANY SUCH WARRANTIES INCLUDING, BUT NOT LIMITED TO, WARRANTY OF MERCHANTABILITY, WARRANTY FOR A SPECIFIC USE OR PURPOSE AND WARRANTY OF NON- INFRINGEMENT. WINNER SHALL NOT BE ENTITLED TO EXCHANGE ANY PORTION OF THE PRIZE FOR A NEW PRIZE.

No participant/Winner Assignment:

Neither Participant nor any Winner may assign any rights under these Rules, or any benefit conferred hereby, without the express written consent of Under A Foot Plant Company. In its sole discretion, Under a Foot Plant Company may assign any portion or all of its rights or delegate any portion or all of its duties hereunder.

Amendment:

Under A Foot Plant Company reserves the right to interpret these Rules and, if necessary, to amend the Rules at its sole discretion and without notice to individual Participants. Any amendments to the Rules or change in Prizes will be published online at the www.STEPABLES.com. Rule interpretations and all voting decisions are final (except to the extent Under A Foot Plant Company modifies such decisions based on evidence of fraud or a Participant's breach of these Rules).

Choice of Law/Forum Selection:

The Contest and these Rules shall be governed by and interpreted in accordance with the domestic laws of the State of Oregon applicable to contracts and contests made and performed solely in Oregon, without regard to conflict of law principles. Any action related to, to enforce, construe, or interpret these Rules or the Contest shall be commenced in and adjudicated by a state court in the State of Oregon, Marion County, or United States Federal District Courts in Oregon, which courts shall constitute the exclusive respective state and federal venue for such action.

Full Integration:

These Rules constitute the entire agreement between Under A Foot Plant Co. and any Participant related to the subject matter discussed above. No prior or contemporaneous written or oral representation, negotiation, or agreement form a part of these Rules, and these Rules supersede all prior oral or written agreements, negotiations, or representations by or among any Participant, on the one hand, and Under A Foot Plant Co., on the other hand, relating to the subject matter of these Rules.

Payment of Taxes:

The Winners hereby acknowledges and agrees that he/she shall pay, when and as due, any and all taxes (including federal, state, franchise, local, Medicaid and social security) incurred as a result of Under A Foot Plant Company's donation of \$2500 to a charity of the Winner's choice. Being selected as a winner may have tax consequences to the Winners. Winner should consult with a tax professional regarding these consequences. Each Participant understands and acknowledges

that Under A Foot plant Co. will not withhold any taxes or compensation due the IRS nor any other agency on behalf of a Winner. Each Winner will indemnify and hold harmless Under A Foot Plant Co. for any claims, losses, costs, fees, liabilities, damages, or injuries suffered by Under A Foot Plant Co. arising out of a Winner's breach of this section.

Severability:

If any provision of these Rules or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of these Rules and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

Mandatory Arbitration:

The parties acknowledge and agree that arbitration is more cost efficient and expedient than litigation. Accordingly, except with respect to disputes related to a Participant's breach of Sections above, any dispute between Participants and Under A Foot Plant Co. shall be subject to arbitration in accordance with the rules of the American Arbitration Association. Such arbitration shall occur in Portland, Oregon before a sole arbitrator. With respect to such arbitration, the Participant and Under A Foot Plant Co. each agree that the parties may take formal discovery. By agreeing to arbitration, each party acknowledges that its right to trial by jury has now and been forever waived with respect to any action or proceeding based upon, arising out of, or in relation to the Contest and these Rules including any acts or omissions of Under A Foot Plant Co. whether arising in contract, tort, or otherwise and whether or not involving an action to rescind or disavow these Rules.