

Standard Terms and Conditions for Promotions

General Terms

1. Goodwill Industries of Monocacy Valley (“we”, “us”, “our”, or “GIMV”) is offering a promotion (“Promotion”). This Promotion may be run by GIMV, with a partner, and promoted on various websites, social media platforms, on-air or otherwise. By entering a Promotion in line with the specific additional directions of the Promotion, you agree to be bound by these terms and conditions, and the additional rules specified in the Promotion.
2. To enter, follow the entry process for the relevant Promotion, as explained in the promotional materials or announcements.
3. By entering the Promotion, you represent that you are a resident of Maryland and over the age of 18.
4. By entering a Promotion or submitting a video, image, audio file or any other materials in relation to a Promotion (including as part of the entry process), or if you tag or mention us directly or indirectly in any photo, video or content in connection with the Promotion, you agree that we can re-post, re-tweet, publicize and otherwise use that photo, video or content (with or without any accompanying comments and information like your handle and profile pic). You agree that we can do that via the same platform(s) that you posted or shared the photo, video or content, as well as via other social networks and platforms that we use and on our websites.
5. You warrant that:
 - a. You own and control all of the rights in your entry, and you have the right to grant the rights set out in these terms and conditions and any specific rules in the Promotion;
 - b. You have obtained written consent from anyone featured or mentioned in your entry, and your entry (and our and any third party's use of it) does not and will not infringe the rights of any individual or business (including any intellectual property rights, moral rights, right to privacy, confidentiality, etc.);
 - c. Your entry does not violate any applicable law or regulation;
 - d. Your entry does not contain anything which is indecent, untrue, defamatory, unlawful, hateful, threatening, demeaning, inappropriate, obscene, malicious or which is in contempt of court; and
 - e. Your entry will not cause any kind of harm or damage, and does not (to the best of your knowledge or belief) contain any virus, malware, or spyware.
6. Each Promotion shall start and end on the date specified in the Promotion.
7. While there is no cost to enter the Promotion, data and messaging rates may apply.
8. Unless otherwise stated, the Promotion is in no way sponsored, endorsed or administered by, or associated with, any social media platform (including without limitation, Instagram, Facebook, TikTok, Twitter, or YouTube). You release all such social media platforms and their affiliated entities from any and all liability associated with the Promotion.
9. These terms and conditions, along with the specific rules for any Promotion, represent the entire agreement between you and GIMV in relation to the Promotion and the prize. If a court or arbitrator holds that any term or condition is unenforceable, the unenforceability of those terms and conditions does not affect the enforceability of any other term or condition.

10. Without giving effect to its conflict of law provisions, the law of the State of Maryland governs these terms and conditions and any specific rules for a Promotion, and all matters arising out of or relating to it. You agree that the courts in the State of Maryland have exclusive jurisdiction over any dispute arising out of or related to these terms and conditions or the Promotion. You also agree that those courts would be a convenient forum.

Winner Selection/Notification

11. For each Promotion, there will only be one winner unless otherwise specified.
12. The winner shall be selected through a random drawing operated by a third-party platform known as www.commentpicker.com. GIMV is not responsible for the operation of www.commentpicker.com.
13. If you are selected as the winner you shall be notified by GIMV through the relevant social media platform within five (5) days of the Promotion ending. To claim your prize, you must follow any directions related to prize redemption.

Prizes

14. The prize or prizes will be described in the additional rules specified in the Promotion.
15. Each prize is non-transferable, non-refundable and no cash alternative is available.
16. If we consider it necessary or appropriate, a prize or prizes (or part thereof) might be varied or swapped for a suitable alternative which will be decided in our sole discretion.
17. **All prizes must be claimed 30 (thirty) days from date of notification.** If you fail to claim the prize within the time limit, fail to comply with any other instructions or time limits, or provide us with incorrect or fraudulent information, you will forfeit your right to the prize. We will then select an alternative winner.
18. You are responsible for all applicable taxes (including, but not limited to federal, state local or income) and other fees and expenses associated with the prize.
19. You will not be entitled to receive a prize which, for any reason, you would be prohibited by law from purchasing, owning, or possessing.
20. The prize cannot be used in conjunction with other offers, promotions, or prizes.
21. Unless otherwise stated in the Promotion, you may not win more than one prize per Promotion and we reserve the right to withhold or reclaim any second or subsequent prize.
22. GIMV shall not be responsible for any prizes that are lost, damaged or delayed as a result of any network, computer hardware or software failure of any kind.
23. GIMV shall not be responsible for any prizes that are lost, damaged or delayed as a result of any act or omission by a third party. For example, if delivery of a prize is incumbent upon performance or involvement of a third party, GIMV shall not be responsible if any prize is lost, damaged or delayed because of the acts or omissions of the third party.
24. We may publish and publicize your name, image, social media handle, or profile picture, and your entry, and we may refer to your association with the Promotion or the prize, in any and all media, worldwide, in perpetuity, for publicity and PR purposes.

Liability

25. Your entry or participation in the Promotion is at your own risk. If the Promotion requires that you undertake any physical activity, you are responsible for ensuring that you are in good health to participate.

26. If we consider that you or your entry are in breach of these terms and conditions, or if we have grounds to suspect any entrant of cheating, deception or fraudulent conduct of any kind (including, without limitation, manipulating a Promotion, choice of prize winner(s) or any entry), we reserve the right in our sole discretion (and without us incurring any liability) to disqualify any entrant, entry or person we reasonably believe to be responsible for, or associated with, such activity.
27. As a condition of participating in the Promotion, **you agree to release and hold harmless GIMV and its respective affiliates, parents, subsidiaries, predecessors, successors, assigns, partnerships, divisions, joint ventures, and current and former directors, officers, board members, partners, employees, agents, representatives, attorneys, heirs, and administrators (the “Released Parties”)** from and against any claim or cause of action arising out of participation in the Promotion, or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Promotion; (b) technical errors related to computers, servers, providers, or telephone or network lines; (c) printing errors; (d) lost, late, misdirected, incorrect, garbled, or incompletely received entries; (e) errors in the administration of the Promotion or the processing of entries; (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from your participation in the Promotion or acceptance, receipt, use, or misuse of any prize, or travel to any Promotion (b) related events; and (g) any claims based on publicity rights, copyright/trademark infringement, intellectual property rights, defamation, invasion of privacy, or merchandise delivery. **YOU FURTHER AGREE TO RELEASE THE RELEASED PARTIES AND THEIR DESIGNEES AND ASSIGNS FROM ANY LIABILITY WHATSOEVER, AND TO WAIVE ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES OF ANY KIND ARISING OUT OF OR IN CONNECTION WITH THE PROMOTION OR ACCEPTANCE, POSSESSION, OR USE OF ANY PRIZE (INCLUDING, WITHOUT LIMITATION, ATTORNEYS’ FEES, CLAIMS, COSTS, PERSONAL INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OR PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL), WHETHER UNDER A THEORY OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR OTHER THEORY.** Failure to enforce any of these terms and conditions shall not constitute a waiver of that provision. In any case, our total liability to you will not exceed the cost of the prize for any one Promotion.