

## **GOODWILL® 2022 UGLY HOLIDAY SWEATER SWEEPSTAKES RULES**

### **NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING.**

Goodwill Industries International, Inc. ("GII") presents the Goodwill® 2022 Ugly Holiday Sweater Sweepstakes Rules ("Official Rules"). If the Sweepstakes is promoted or administered on Facebook, Twitter, Instagram or any other social media platform (collectively "Social Media Platforms"), entrants understand that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with those Social Media Platforms. Entrants understand that they are providing their information to GII and not to any Social Media Platform. GII reserves the right to cancel the Sweepstakes without notice for any reason and to modify or extend the Sweepstakes Period, as determined in its sole discretion.

- 1. ELIGIBILITY.** These Official Rules apply to the Goodwill® 2022 Ugly Holiday Sweater Sweepstakes ("Sweepstakes") administered on one or more Social Media Platforms. The Sweepstakes is open only to legal residents of the United States of America who are at least age 18 or older, and of the age of majority in their state of residence at the time of entry, except that employees, officers, and directors of GII and its member organizations, and the immediate family members ([step-]children, spouse, [step-]siblings, [step-]parents) of each are not eligible to enter or win. Void where prohibited or restricted by law. Subject to all applicable federal, state and local laws and regulations. Winning a Prize is contingent upon fulfilling all requirements set forth herein.
- 2. HOW TO ENTER. NO PURCHASE NECESSARY TO ENTER OR WIN.** To enter, 1) post a picture of your Goodwill® thrifted Ugly Holiday Sweater on Instagram, 2) tag @GoodwillIntl 3) and use the hashtag #GoodwillThriftmas in the caption ("Official Entry Form") between now and 11:59 PM (eastern) on December 15, 2022 ("Sweepstakes Period"). The winner will receive a direct message on December 16, 2022 from @GoodwillIntl. Alternate winner(s) will be chosen if no response from the winner is received by GII within seven (7) days of sending the direct message. GII will accept entries to the Sweepstakes only during the Sweepstakes Period. GII's or its designated agent's computer will be the official time-keeping device for the Sweepstakes. Limit of (1) one entry per person and per Instagram account. Additional entries beyond the specified limit will be considered void.

**Instagram.** To enter any Sweepstakes via Instagram, the entrant must have a valid public Instagram account and upload a qualifying photo ("Photo") during the Sweepstakes Period containing any appropriate descriptive text along with the hashtag provided in these Official Rules. All entries shall comply with the Instagram Terms of Use and Instagram's Community Guidelines. GII shall be permitted to post entries on GII's other social media accounts. All entries become the property of GII and will not be acknowledged. If the entrant does not have an Instagram account, visit [www.instagram.com](http://www.instagram.com) and sign up in accordance with the registration instructions for a free Instagram account. GII Sweepstakes winner(s) will be notified by Instagram private message. Instagram may require the entrant to respond to an authorization request if the entrant is not already following the official GII Instagram account. It is the entrant's obligation to ensure that the entrant's Instagram account is configured to receive private messages from GII. Failure to follow any instructions or submit an entry within the applicable Sweepstakes Period may result in disqualification. The time of receipt of any valid Instagram entry shall be the time such valid entry becomes available to GII on Instagram.

- 3. ENTRY FORMS.** Once submitted, Official Entry Forms will become the sole and exclusive property of GII, will not be acknowledged or returned and cannot be changed, altered, revised, or modified. GII is not responsible for late, incomplete, invalid, or misdirected entries, which will be disqualified, or for problems of any kind whether mechanical or human, nor is it responsible for failure to receive an email, notification or Sweepstakes announcement on a Social Media Platform describing the Sweepstakes or method(s) of entry. GII reserves the right to remove any entry and/or disqualify any entrant whose entry is offensive, inappropriate, obscene, slanderous, or otherwise in conflict with the applicable Social Media Platform terms and conditions. Any attempt by any entrant to obtain more than a single entry by using multiple/different social media accounts, email accounts, identities, registrations or logins, or any other methods will void that entrant's entries and that entrant may be disqualified. Entries that are generated by a script, macro, or use of any other automated system to participate is prohibited and will result in disqualification. In the event of any dispute as to the identity or eligibility of the entrant, all entries will be deemed to have been submitted by the owner of the Social Media Platform account from which they were sent.
- 4. PRIZE.** One (1) winner will receive a \$100 prepaid gift card ("Prize") and will be identified by GII via Instagram

at the conclusion of the Sweepstakes Period. Exact Prize details will be determined in the sole and absolute discretion of GII. No Prize substitutions, assignments, exchanges, or cash equivalents will be permitted by the Prize winner, except that GII reserves the right to substitute a Prize of comparable or greater value, or change the date(s) of redemption, if any, if deemed necessary in its sole discretion. GII shall not be responsible for Prize winner limitations that prevent the acceptance or use of the Prize or any portion thereof.

5. **ODDS OF WINNING.** The odds of winning the Prize depend solely on the total number of eligible entries received by GII during each Sweepstakes Period.
6. **SELECTION OF WINNER.** Prize winner(s) will be randomly selected from all eligible entries and the Prize winner(s) will be notified via private message from GII's official Instagram account within a reasonable time after the conclusion of the Sweepstakes Period. Entrants are responsible for ensuring that their social media accounts are configured to receive private messages from the applicable Social Media Platform. After the Prize winners are chosen, alternate(s) may be selected on an as-needed basis in the event that any Prize winner is ineligible, declines the Prize, fails to respond within seven (7) days of sending the direct message, or cannot be located. Prize winners may be required to execute a Prize release, release of liability and/or a publicity release form in order to redeem the Prize ("Prize Forms"). Refusal to sign one or more Prize Forms may result in disqualification of the Prize winner at GII's sole discretion.
7. **PUBLICITY RELEASE/GRANT OF USE.** By entering a Sweepstakes, the entrant grants GII a non-exclusive, irrevocable, fully paid, universal license to use their name, voice, image or likeness in any media now known or hereafter devised without any further right of approval or compensation, and the entrant hereby releases GII and the Social Media Platforms, and their respective owners, directors, officers, partners, employees, licensees, agents, affiliated companies, successors and assigns (collectively, the "Released Parties") from any liability with respect thereto. By entering a Sweepstakes, the entrants acknowledge and agree that their participation name, voice, image or likeness may be made available to the public by GII.
8. **GENERAL LIABILITY RELEASE.** By participating in a Sweepstakes, each entrant agrees to release, indemnify, defend, and hold harmless the Released Parties from and against any and all costs, claims, losses, injuries, liabilities, or damages of any kind arising out of or in connection with, or due in whole or in part, directly or indirectly, whether caused by negligence or not, from participation in the Sweepstakes or any Sweepstakes-related activity; receipt, possession, use or misuse of any Prize; and any violation of any personal rights, such as publicity rights, defamation or invasion of privacy, libel or slander, or intellectual property right infringement; unauthorized human intervention in any part of the entry process or the Sweepstakes; and electronic or human error which may occur in the administration of the Sweepstakes. GII has not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the Prize, including, without limitation, to the quality or fitness for a particular purpose of the Prize(s).
9. **ADDITIONAL RESTRICTIONS AND GENERAL CONDITIONS.** By participating in the Sweepstakes, all entrants agree to be bound by these Official Rules and the decisions of GII, which are final, and further agree to waive any right to claim ambiguity in the Official Rules. Entrants who fail to comply with any of the Official Rules of the Sweepstakes may be disqualified from the Sweepstakes at the sole discretion of GII. GII is not responsible for any typographical or other error in the advertising for the Sweepstakes, administration of the Sweepstakes or in the announcement of the Prize. GII is not responsible if Sweepstakes cannot take place or if the Prize cannot be awarded or used due to cancellations, delays or interruptions due to acts of God, acts of war (declared or undeclared), natural disasters, weather, acts of terrorism, riot or civil disturbance, satellite or equipment failure, federal state or local government law, order or regulation, public health crisis, order of any court or jurisdiction, or other cause not reasonably within GII's control (each a "Force Majeure" event or occurrence).
10. **DISPUTES.** Except where prohibited by law, as a condition of participating in a Sweepstakes entrants agree under no circumstances will they be permitted to obtain awards for, and hereby waive all rights to claim punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participants actual out-of-pocket expenses (e.g., costs associated with entering or participating in the Sweepstakes), and entrants further waive all rights to have damages multiplied or increased.

- 11. GOVERNING LAW.** Except where prohibited by law, the Sweepstakes shall be governed by and construed in accordance with the laws of the State of Maryland. By entering a Sweepstakes, the entrants consent and agree that all legal proceedings relating to the subject matter of the Sweepstakes shall be maintained in the state or federal courts of Montgomery County, Maryland, and the entrants consent and agree that jurisdiction and venue for such proceedings shall lie exclusively with such courts.
- 12. TAXES.** The Prize winners are responsible for all applicable taxes, gratuities and fees, including, but not limited to federal, state and local income taxes.
- 13. LIST OF WINNERS.** For the name of the Prize winner and/or to obtain a copy of the Official Rules, please send your detailed request, noting the name and date(s) of the applicable Sweepstakes for which you request the names of the winners, and your contact information [contactus@goodwill.org](mailto:contactus@goodwill.org) within thirty (30) days after the conclusion of the applicable Sweepstakes Period.
- 14. SPONSOR.** Goodwill Industries International, Inc., 15810 Indianola Drive, Rockville, Maryland 20855.