

Love the Local Gift Boxes - Full Terms & Conditions

This website is operated by the Downtown Boulder Partnership (DBP). Throughout the site, the terms “we”, “us” and “our” refer to DBP. BoulderDowntown.com (the “Website”) is intended for use by those wishing to review, consider, purchase, or otherwise engage in commercial transactions involving DBP. By visiting our Website and/or purchasing something from us, you engage in our “Service” and agree to be bound by the following terms and conditions (“Terms of Service”, “Terms”). These Terms of Service apply to all users of the site including but not limited to browsers, vendors, customers, merchants, and/or contributors of content. We reserve the right to refuse service to anyone for any reason at any time. By accessing or using any part of the site, you agree to be bound by these Terms of Service.

Changes to Terms & Conditions

DBP reserves the right to update or modify these Terms & Conditions at any time without prior notice. Any changes will become effective upon posting.

Shipping

Love the Local Gift Boxes are available to ship within the United States via this online shop. DBP does not offer shipping to any international locations currently via the online shop. Downtown Boulder cannot guarantee a receive by date for any shipped packages.

Food Allergy Disclaimer

Food products that DBP provides from our local merchants are generally labeled with possible allergen-containing ingredients from the manufacturer. Any non-labeled food always has a risk of possible allergen contamination. All customers are encouraged to read the labels before consuming. DBP will not assume any liability for adverse reactions to food consumed; including labeled and unlabeled food products.

Substitutions

We pride ourselves on working with small, local businesses in downtown Boulder and as a result, certain items can become unavailable on occasion without advanced notice. In the event an item is unavailable at the time of being ordered, we reserve the right to substitute an item of the same type, of equal or greater value, and as close to your original item as possible.

Product Packaging

On occasion, manufacturers may update their product packaging and ingredient lists. As a result, actual product packaging may differ from what is displayed on DBP’s website. It is the responsibility of the customer to always read labels, warnings, and directions before using or consuming a product. For most current and/or additional information about a product, please contact the manufacturer.

Product Images

DBP has made every effort to display as accurately as possible the images of its products that appear at the Site. We cannot guarantee that your computer monitor’s display of any product will be completely accurate.

Return Policy

All orders are final sale and non-refundable. If your order arrives and you are not satisfied, please contact us within 24 hours and we will work with you to make sure you are completely satisfied.

Warm Weather Shipping

Please note that ordering items subject to melting is at your own risk. Quality upon delivery of these items cannot be guaranteed by Marigold & Grey. Marigold & Grey will not issue refunds because of melting regardless of the time of year.

Shipping

It is your responsibility to provide correct shipping/delivery information. Accurate and complete information is required to avoid additional fees, as well as delays in your order.

Be sure to include accurate shipping information including full name, street address, apartment #, suite #, zip code, etc. If an item is returned to us due to incorrect shipping address or recipient refusal, we will charge a re-delivery fee. If an item is forwarded by a carrier due to incorrect shipping information, an address correction fee is charged to us and in turn will be charged to you.

We cannot provide a refund on delivery or shipping charges. We are not responsible for packages unclaimed from carriers. If packages are returned to us because they were unclaimed, we can arrange to have the gift sent to an alternate address for an additional shipping fee. **We do not offer refunds because a package was not claimed by your recipient.**

Signature service is an additional charge. If you would like to request a signature for your package, please email cindy@downtownboulder.org upon placing your order. For orders over a certain dollar amount, we may require a signature and will notify you accordingly.

Returned Shipments

Should a gift be returned to DBP, we will let the customer know what the reason was (i.e. not picked up, declined by recipient, invalid address).

Once DBP has determined that the gift meets company standards for quality, DBP will repackage it in a brand-new shipping box with new packaging materials. The total fee for reshipping gifts that are returned to DBP is \$15 plus the cost of postage.

DBP will send the customer an invoice and once it is paid, DBP will ship the gift to the recipient within 48 hours.

If the customer does not pay the invoice to have a returned gift reshipped within 5 business days of invoice being sent by DBP, the gift will become the property of DBP. DBP is fully authorized to recycle, discard, or donate the gift at their sole discretion and any agreement to return inventory is considered null and void. In this scenario, no refunds will be issued.

If a customer does not respond to a request for how DBP should handle returned gifts within 10 business days of being notified by DBP that the gift has returned back to DBP, the gift will become the property of DBP. DBP is fully authorized to recycle, discard, or donate

the gift at their sole discretion and any agreement to return inventory is considered null and void. In this scenario, no refunds will be issued.

Damages

We must receive notification of damaged products within 24 hours of delivery. For products damaged during shipping, please keep all original packing material for courier inspection to file a claim with our shipper. We require an image of the damage to be emailed to us at cindy@downtownboulder.org for our review.

Marketing

DBP reserves the right to include a business card and/or insert card inside each gift box. We also reserve the right to publish finished products on social media, and industry blogs, as well as the Downtown Boulder Blog.

Changes to Pricing & Services

Prices for our products and services are subject to change without notice. We reserve the right at any time to modify or discontinue the Service (or any part or content thereof) without notice at any time. We shall not be liable to you or to any third-party for any modification, price change, suspension, or discontinuance of the Service. We reserve the right to discontinue any product at any time. Any offer for any product or service made on this site is void where prohibited.

Indemnification

You agree to defend, indemnify and hold Downtown Boulder Partnership, their agents and assigns, harmless from and against any and all claims, damages, costs and expenses, including attorneys' fees, arising from or related to your use of our Website, including, without limitation, your use of this BoulderDowntown.com Website in violation of these Terms of Use.

Disclaimer

The Website and all its contents are provided on an "as is" basis without warranties of any kind, either express or implied. You acknowledge, by your use of this Website, that your use of this Website is at your sole risk, that you assume full responsibility for all costs associated with all necessary servicing or repairs of any equipment you use in connection with your use of our Website, and that DBP shall not be liable for any damages of any kind related to your use of this Website.

Inaccuracies

Occasionally there may be information on our site or in the Service that contains typographical errors, inaccuracies or omissions that may relate to product descriptions, pricing, promotions, offers, product shipping charges, transit times and availability. We reserve the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information in the Service or on any related website is inaccurate at any time without prior notice (including after you have submitted your order).

Privacy

We collect personally identifiable information, like names, postal addresses, email addresses, etc., when voluntarily submitted by our visitors. The information you provide is

used to fulfill your specific request. This information is only used to fulfill your specific request, unless you give us permission to use it in another manner, for example to add you to one of our mailing lists.

We may share information with governmental agencies or other companies assisting us in fraud prevention or investigation. We may do so when: (1) permitted or required by law; or, (2) trying to protect against or prevent actual or potential fraud or unauthorized transactions; or, (3) investigating fraud which has already taken place.

We reserve the right to modify this privacy policy at any time, so please review it frequently. Changes and clarifications will take effect immediately upon their posting on the website. If we make material changes to this policy, we will notify you here that it has been updated, so that you are aware of what information we collect, how we use it, and under what circumstances, if any, we use and/or disclose it.

Hyperlinks

From time to time this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify an affiliation, nor do they signify that we endorse the website(s). We have no responsibility for the content of the linked website(s). We are not responsible for examining or evaluating the content or accuracy and we do not warrant and will not have any liability or responsibility for any third-party materials or websites, or for any other materials, products, or services of third-parties. We are not liable for any harm or damages related to the purchase or use of goods, services, resources, content, or any other transactions made in connection with any third-party websites. Please review carefully the third-party's policies and practices before engaging in any transaction.

Security

To protect your personal information, we take reasonable precautions and follow industry best practices to make sure it is not inappropriately lost, misused, accessed, disclosed, altered, or destroyed.

Third Party Services

In general, the third-party providers used by us will only collect, use, and disclose your information to the extent necessary to allow them to perform the services they provide to us. However, certain third-party service providers, such as payment gateways and other payment transaction processors, have their own privacy policies in respect to the information we are required to provide to them for your purchase-related transactions. For these providers, we recommend that you read their privacy policies so you can understand the manner in which your personal information will be handled by these providers. If you elect to proceed with a transaction that involves the services of a third-party service provider, then your information may become subject to the laws of the jurisdiction(s) in which that service provider or its facilities are located. Once you leave our store's Website or are redirected to a third-party website or application, you are no longer governed by our website's Terms of Service.

Prohibited Uses

You are prohibited from using the site or its content: (a) for any unlawful purpose; (b) to solicit others to perform or participate in any unlawful acts; (c) to violate any international, federal, provincial or state regulations, rules, laws, or local ordinances; (d) to infringe upon or violate our intellectual property rights or the intellectual property rights of others; (e) to

harass, abuse, insult, harm, defame, slander, disparage, intimidate, or discriminate based on gender, sexual orientation, religion, ethnicity, race, age, national origin, or disability; (f) to submit false or misleading information; (g) to upload or transmit viruses or any other type of malicious code that will or may be used in any way that will affect the functionality or operation of the Service or of any related website, other websites, or the Internet; (h) to collect or track the personal information of others; (i) to spam, phish, pharm, pretext, spider, crawl, or scrape; (j) for any obscene or immoral purpose; or (k) to interfere with or circumvent the security features of the Service or any related website, other websites, or the Internet. We reserve the right to terminate your use of the Service or any related website for violating any of the prohibited uses.

Governing Law

These Terms of Service (and any separate agreements whereby we provide you Services) shall be governed in accordance with the laws of Boulder, Colorado 80302 USA.