

**MillionTreesNYC Green Points Challenge Spring Semester 2012 Contest
OFFICIAL RULES**

The MillionTreesNYC Green Points Challenge Spring Semester 2012 Contest (the “Contest”) begins at 12:01 a.m. EST on January 9, 2012 (the “Contest Start Date”) and ends at 11:59 p.m. EST April 30, 2012 (the “Contest End Date”) (such period referred to herein as the “Contest Period”). The Contest is sponsored by MillionTreesNYC (the “Contest Sponsor”) and hosted by Recyclebank (the “Contest Host”) (the Contest Sponsor and the Contest Host collectively referred to herein as the “Contest Entities”).

1. HOW TO ENTER: NO PURCHASE NECESSARY TO ENTER OR CLAIM PRIZE. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

Green Points Challenge: MillionTreesNYC-approved New York City environmental educators for grades K-12 (the “Participants”) may enter the Contest by participating in designated classroom-focused earning opportunities. Participants will have the opportunity to enter the Contest either by (A) being actively recruited by one of the sixteen (16) MillionTreesNYC Educational Partners (as defined below), or (B) by arriving at www.recyclebank.com/mtnycgreenpoints (the “MillionTreesNYC Green Points Challenge Website”) via referral. Participants will then actively solicit select MillionTreesNYC Educational Partners for classroom-focused earning opportunities through the MillionTreesNYC Green Points Challenge Website. This solicitation process will involve arranging for a classroom visit with a MillionTreesNYC Educational Partner during which such MillionTreesNYC Educational Partner will distribute Green Points Challenge codes to the Participant in accordance with the scope of the visit. The Green Points Challenge codes earned from such classroom-focused earning opportunities will be credited to the Participant’s account as Recyclebank Points once the Participant enters such codes into their account. If the Participant does not already have a Recyclebank account, he or she will be prompted to sign up for one upon attempting to enter his or her first code. The list of MillionTreesNYC Educational Partners from which teachers can earn consists of: New York Restoration Project, Urban Park Rangers, Trees New York, Hudson River Park Trust, Staten Island Greenbelt, Central Park Conservancy, Human Impacts Institute, GreenApple Corps, Forestry Department Youth Stewardship, Lower East Side Ecology Center, City Parks Foundation, Horticultural Society of New York, New York City Department of Sanitation: Bureau of Waste Prevention, Reuse and Recycling, Bronx River Alliance, and New York Cares.

Upon registering with Recyclebank, and upon entry of the Green Points Challenge codes at the MillionTreesNYC Green Points Challenge Website, Recyclebank will contact each Participant via email and provide them with a MillionTreesNYC registration link. Registering with MillionTreesNYC will result in a dialogue which will help to facilitate additional classroom visits from the MillionTreesNYC Educational Partners thereby increasing an environmental educator’s chances of winning the Contest.

Only one member account is allowed per Participant, and each Participant may represent only one classroom of his/her choice.

2. PRIZES:

<p>Grand Prize 1 Swindler Cove Campout for Classroom</p> <p>Total approximate prize value \$3,600</p>	<p>First Prize 1 Afternoon of games with the New York Knicks Groove Truck for the classroom.</p> <p>Total approximate prize value \$3,000</p>
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<p>Second Prize</p> <p>Brand name backpacks for Classroom</p> <p>Total approximate prize value \$1,200</p>	<p>Third Prize</p> <p>1 Free classroom admission to a Garden Exploration Tour at Brooklyn Botanic Garden</p> <p>Total approximate prize value \$115</p>
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Odds of winning are affected by the number of eligible codes entered and Recyclebank Points earned by the Contest End Date. The total approximate retail value of all prizes is \$7,915 (actual value may vary). Contest Sponsor will arrange with the winners, on a reasonable basis and within the active school session, when prizing packages will be utilized by the winner’s classroom. Only one (1) Grand Prize, one (1) First Prize, one (1) Second Prize, and one (1) Third Prize will be awarded. The winners will be solely responsible for all other expenses not specifically set forth herein. The Contest Sponsor reserves the right to substitute prizes of equal or greater value. No other substitution or transfer of prizes permitted. The Contest Sponsor is responsible only for prize delivery. In order to receive a prize, the winners may be required to provide proof of identification. Any and all taxes on any prize, including income and/or sales taxes, are the sole responsibility of the winners.

All other expenses not specified herein are **not** included in the Grand Prize, First Prize, Second Prize, or Third Prize (the “Prize”) including but not limited to: transportation to or from Prize winner’s home from or to the facility or event; parking; busing fees; applicable taxes; personal services and expenses such as food, refreshments, memorabilia; discretionary gratuities to event staff and crew; optional tours; and other incidental costs and any other costs not specifically stated herein as being included. Such additional expenses are the responsibility of the Prize winner and his/her individual students. Prize winner and his/her students must use the prize package between May 1, 2012 and June 27, 2012.

3. ELIGIBILITY:

Participant Eligibility. The Contest is only open to MillionTreesNYC-approved New York City environmental educators, grades K-12, who are legal residents of the continental United States (specifically excluding residents of Puerto Rico, Guam, and all other U.S. foreign possessions and territories) and who are at least eighteen (18) years of age at the time of entry. Entries are limited to individuals only; commercial enterprises and business entities are not eligible. By participating in the Contest, each Participant accepts the conditions stated in these Official Rules, agrees to be bound by the decisions of the Contest Sponsor and warrants that she/he is eligible to participate in the Contest. Employees, independent contractors, officers, and directors of the Contest Sponsor and Contest Host, and their respective affiliates, subsidiaries, advertising, promotion, and fulfillment agencies, and legal advisors are not eligible to participate in the Contest. The Contest is subject to applicable federal, state and local laws and regulations.

4. SELECTION OF WINNERS:

Upon the Contest End Date, the Participant with the highest Green Points Challenge score will be awarded the Grand Prize. The Participant with the second highest Green Points Challenge score will be awarded the First Prize. The individual with the next highest score will be awarded the Second Prize, and the individual with the fourth highest score will be awarded the Third Prize.

HOW TO EARN POINTS: Green Points Challenge scores will be based on the following activities during the Contest Period: (i) Recyclebank Points accumulated by the Participant through such Participant's

completion of the classroom-focused earn opportunities with the MillionTreesNYC Educational Partners, (ii) Recyclebank Points accumulated by participating in the various earn opportunities on Recyclebank's MillionTreesNYC partner page at www.recyclebank.com/mtnyc (each such earn opportunity will be designated with the language "By accepting your points, you agree to and are bound by the MillionTreesNYC Green Points Challenge Official Rules."), (iii) Recyclebank Points earned at various MillionTreesNYC events (other than the classroom-focused earn opportunities described in (i) above) which will be announced at www.recyclebank.com/mtnyc throughout the Contest Period, and (iv) Recyclebank Points added to such member's account for each referred friend that becomes a member of the Website. Only referred friends who become a member of the Recyclebank website between January 9, 2012 and April 30, 2012 will count toward an individual's Green Points Challenge total score. For clarity, a Participant's Green Points Challenge score is one and the same with such member's Recyclebank Points balance following the Contest Start Date.

In the event of a tie for any Grand Prize, First Prize, Second Prize and Third Prize, the tied potential winners will be required to submit an essay written by their students that explains in 100 words or less the specific measures the students take, no matter how big or small, to preserve and nourish New York City's trees, community and the environment. The Contest Sponsor will select the winner(s) based on the quality of the written essay, and the content that best captures the mission of MillionTreesNYC. Such selection shall be made in the Contest Sponsor's sole and absolute discretion.

The winners will be notified by e-mail using the information provided when the Participant entered the Contest, within 30 days of the Contest End Date. Such notification shall include instructions for proper acceptance of the prizes by the winners. In the event a winner does not accept a prize, a winner is ineligible, or the prize or prize notification is not deliverable, an alternate winner may be selected. The Contest Entities are not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify a winner. The winners agree to the Contest Entities' use of their name, address, likeness, and/or prize information for promotional purposes in any medium without additional compensation to the extent permitted by law. Where lawful, the winners may be required to sign and return an Affidavit of Eligibility, Release of Liability, and Publicity Release (the "Release"). For the Grand Prize, First Prize, Second Prize and Third Prize each winner's students will be required to execute and return individual Releases. In the case of students, who can be assumed to be minors, the Release must be completed by the minor's parent or legal guardian.

5. CONDITIONS: The Contest Entities and their respective agents, directors, officers, employees, insurers, servants, parents, subsidiaries, divisions, affiliates, predecessors, successors, representatives, advertising, promotion, and fulfillment agencies, and legal advisors (the "Released Entities"), are not responsible for, shall not be liable for, and hereby disclaim all liability arising from or relating to: (i) late, lost, delayed, damaged, misdirected, misaddressed, incomplete, or unintelligible entries; (ii) telephone, electronic, hardware or software program, network, Internet, computer or other malfunctions, failures, or difficulties of any kind, whether human or technical; (iii) failed, incomplete, garbled, or delayed computer or e-mail transmissions; (iv) any condition caused by events beyond the control of the Contest Sponsor; (v) any injuries, losses, or damages of any kind arising in connection with or as a result of any prize, or any portion thereof that may have been awarded, or acceptance, possession, or use of any prize, or any portion thereof that may have been awarded, or from participation in the Contest; or (vi) any printing or typographical errors in any materials associated with the Contest. The Contest Sponsor reserves the right, in its sole discretion, to suspend, modify or cancel the Contest should any unauthorized human intervention or other causes beyond the Contest Sponsor's control corrupt or affect the administration, security, fairness or proper conduct of the Contest. In the event that proper administration of the Contest is prevented by such causes as contemplated above, the Contest Sponsor will pick the winners from all eligible, non-suspect entries received prior to such action. By participating in the Contest, Participants and winners agree to release, discharge and hold harmless the Released Entities, and all others associated with the development and execution of the Contest, from any and all losses, damages, rights, claims and actions of any kind arising out of or relating to the Contest, participation in the Contest, any prize, or

any portion thereof that may have been awarded, and/or acceptance, possession, use or misuse of any prize, or any portion thereof that may have been awarded, including but not limited to statutory and common law claims for misappropriation or Participant's right of publicity. This Contest shall be governed by New York law. By participating in this Contest, Participants agree that New York courts shall have jurisdiction over any dispute or litigation arising from or relating to this Contest and that venue shall be only in New York, New York.

6. WINNERS LIST: The names of the prize winners will be published on www.recyclebank.com/MTNYC. The information disclosed will consist of the Participant's first name, last initial, and school. To obtain the name of the Contest winner(s) after the Contest End Date, send a separate self-addressed, stamped envelope marked "MillionTreesNYC Green Points Challenge Spring Semester 2012 Contest Winners List" to the Contest Sponsor. Requests for winners list must be received no later than 90 days from the Contest End Date (residents of Vermont and Washington need not include return postage).

7. CONTEST SPONSOR:

*MillionTreesNYC (working by and through New York Restoration Project and the City of New York)
830 Fifth Ave. Rm. 200
New York, NY 10065*

8. NOTICE: The Contest Sponsor reserves the right to prosecute and seek damages against any individual who attempts to deliberately undermine the proper operation of the Contest in violation of these Official Rules and/or criminal and/or civil law.

9. Copyright © 2012 Recyclebank. All rights reserved. Recyclebank and the associated logos are trademarks of Recyclebank. MillionTreesNYC and the associated logos are trademarks of MillionTreesNYC. Any other trademarks in these Official Rules are used for prize identification purposes ONLY and are the properties of their respective owners.