

# THE COLGATE COMMUNITY GARDEN CHALLENGE 'SCHOOLS PROMOTION'

## TERMS AND CONDITIONS

2019

### 1. General

- 1.1 The Colgate Community Garden Challenge ("**the Program**") is owned and managed by TerraCycle Australia Limited ("**TerraCycle**" or the "**Promoter**").
- 1.2 Colgate-Palmolive Limited ("**Colgate**" or the "**Sponsor**") is partnering with TerraCycle to promote the Program.
- 1.3 Participation in the Program is governed by these terms and conditions. By registering for the Program, participants agree to be bound by and are deemed to have read, understood and accepted, these terms and conditions. Entries must comply with these conditions to be valid.
- 1.4 The Program is open to public and private preschools, primary, intermediate, special and secondary schools in Australia ("**Participants**").
- 1.5 The Program is not open to home, composite, or correspondence schools, universities, institutes of technology, polytechnics, commercial businesses, individuals, households or schools located outside Australia.
- 1.6 The "**Promotional Period**" begins at 08:00:01 AEST on 22 February 2019 and ends at 16:00:00 AEDT on 30 September 2019

### 2. How to Enter

2.1 "Garden Points" may be accrued by Participants receiving votes from members of the public (each a "Vote" and collectively "Votes") or by sending Accepted Oral Care Waste Units to TerraCycle through the Program. One (1) "Unit" shall be defined as 9.07g of Accepted Oral Care Waste.

2.2 To participate in the Program, Participants must, during the Promotional Period, complete the following steps:

(a) for Participants with an existing TerraCycle account:

(i) visit the TerraCycle website at: [www.terracycle.com.au](http://www.terracycle.com.au) and log in to their TerraCycle account;

(ii) set the organisation type, in their profile, to "pre-school, primary school or high school";

(iii) join or log in to the Colgate Community Garden Challenge;

(iv) click "request a postage label" to receive a free shipping label to TerraCycle in Australia; and

(v) using the shipping labels, send TerraCycle as many shipments of Accepted Oral Care Waste as it can to be recycled.

(b) for Participants which do not have an existing TerraCycle account:

(i) visit the TerraCycle website at: [www.terracycle.com.au](http://www.terracycle.com.au);

(ii) create a TerraCycle account with the organization type "pre-school, primary school or high school" (including registering their school's name, location, phone number, email address, mailing address and the name and age of the person registering the school);

(iii) join the Colgate Community Garden Challenge;

(iv) click “request a postage label” to receive a free shipping label to TerraCycle in Australia;  
and

(v) using the shipping labels, send TerraCycle as many shipments of Accepted Oral Care Waste as it can to be recycled.

2.3 “**Accepted Oral Care Waste**” includes any brand of post-consumed toothpaste tubes and packaging, non-electric toothbrushes and packaging, floss containers and packaging, interdental brushes and packaging.

2.4 Shipments must be sent using the shipping labels provided by TerraCycle. For the avoidance of doubt, TerraCycle will not accept shipments delivered by private couriers or to any TerraCycle location or warehouse in person.

2.5 The steps outlined in Section 2.2 above may be completed by an authorized representative of the Participant (“**Coordinator**”). The Coordinator must be over 18 years old and must warrant that they have the authority to accept these terms and conditions on behalf of the Participant.

2.6 Participants that have been removed from the Program or are waitlisted to join the Program are not active members of the Program and are therefore not eligible to participate. TerraCycle reserves the right to request proof of the Coordinator's identity and confirmation that the Coordinator has the authority to act on behalf of the Participant.

2.7 For Participants with multiple TerraCycle accounts, the Garden Points will accrue to the account used at the time the Accepted Oral Care Waste is shipped. Garden Points will not be added together if they are accumulated across multiple accounts. Schools that are enrolled in the Colgate Bright Smiles Bright Futures program will be automatically enrolled in the Program. These Participants may “opt out” or remove themselves from the Program at any time by contacting TerraCycle’s customer support by email at [customersupport@terracycle.com.au](mailto:customersupport@terracycle.com.au).

2.8 Any costs associated with participating in the Program and receiving a prize, including any tax liability incurred by a Participant, are the responsibility of the Participant.

2.9 There is no limit to the number of shipments a Participant may send to TerraCycle during the Promotional Period. For the avoidance of doubt, Participants may collect oral care waste from multiple people to send to TerraCycle as part of the Program.

2.10 Entries and Votes must be received by TerraCycle during the Promotional Period. Entries received outside the Promotional Period will not be accepted.

2.11 Participants can remove themselves from the Program at any time by contacting TerraCycle on 1800 983 324 or by logging into their account on the TerraCycle website. Selecting the “PROFILE” tab and then the cross located next to the Colgate Community Garden Challenge will remove the Participant from the Program.

### **3. Garden Points and entries in the draw**

3.1 Participants will accrue 10 Garden Points for each Unit of Accepted Oral Care Waste received by TerraCycle during the Promotional Period.

3.2 Participants will accrue 1 Garden Point for each Vote a Participant receives online via the TerraCycle website at: [www.terracycle.com.au/colgategarden](http://www.terracycle.com.au/colgategarden) during the Promotional Period. For example, consumers, parents and students can vote online to show their support for a Participant. Limit of one vote per email address per day.

3.3 Email addresses used to enter the Program and to submit Votes shall be subject to end-user validation. Email addresses will only need to be validated once during the Promotional Period in order for all subsequent Votes to be counted.

3.5 In the event that two or more Participants accrue an equal number of Garden Points during the Promotional Period, then the Participant that has sent in the highest number of total Units will be awarded

the relevant prize. All Program determinations shall be made in the sole and absolute discretion of TerraCycle and such decisions shall not be subject to further review or appeal by any Participant.

- 3.6 In addition to the above, Participants will receive one (1) entry in the Final Prize draw for sending in at least one (1) shipment of Accepted Oral Care Waste during the Promotional Period. Limit of one entry in the Final Prize draw per Participant, regardless of how many shipments they send in.
- 3.7 Participants will receive one entry in the Monthly Prize draw for any shipment of Accepted Oral Care Waste received by TerraCycle during the relevant month of the Promotional Period. Limit of one entry in the Monthly Prize draw per Participant per month.

#### **4. Prizes**

- 4.1 The total prize pool is valued at \$36,062.75 . The prize pool is made up of the Final Prizes and the Monthly Prizes.
- 4.2 Final Prizes consist of: one (1) TerraCycle Recycled Material Community Garden, including three (3) garden beds, two (2) custom-made benches, three (3) Customised Garden Plaques each made from recycled oral care waste, and a \$500 Bunnings Warehouse gift voucher (valued at \$6,735.43 ). There are Five (5) Final Prizes to be won – 3 awarded through the game of skill (see clause 4.3 below) and 2 awarded through the Final Prize draw (see clause 4.4 below). Total RRP value of Final Prizes = \$33,677.15
- 4.3 The three Participants which accrue the most Garden Points in total (accumulated from Units and Votes in accordance with clause 3) will each win a Final Prize. Total number of Garden Points will be determined at 11.00am at Terracycle Australia [2/80 Albion St, Surry Hills NSW 2010](#) on 09/10/2019 based on the total weight of shipments and total number of votes accrued.

This element of the Program is a game of skill. Chance plays no part in determining the three winners of Final Prizes. Each entry will be judged individually based on the weight of the total amount of shipments which TerraCycle has received from the Participant and the total number of Votes the Participant has received during the Promotion Period.

Participants are only eligible to win one Final Prize. If a Participant wins a Final Prize as part of the game of skill element of the Program, that Participant is not eligible to win another Final Prize in the draw.

- 4.4 The Final Prize draw will take place at 11.00am at Terracycle Australia [2/80 Albion St, Surry Hills NSW 2010](#) on 09/10/2019. The first two valid entries drawn (excluding the winners of the Final Prizes selected under clause 4.3), will receive a Final Prize.
- 4.5 All 5 Winners of Final Prizes will be notified by email and phone by 11/10/2019. The names of winners of Final Prizes (and addresses of any winners in SA) will be published on 11/10/2019 on [www.terracycle.com.au/colgategarden](http://www.terracycle.com.au/colgategarden) for a minimum of 28 days.
- 4.6 Final Prizes will be delivered to winners by 31/03/2020. The TerraCycle Recycled Material Community Garden component of the Final Prize will be delivered flat packed. TerraCycle will contact the winners by phone and email to arrange delivery. Assembly and installation is the responsibility of the winners.
- 4.7 If any Final Prize is unclaimed (including by the winners of Final Prizes selected under clause 4.3), a second chance draw will be held on 06/02/2020 at the same time and place as the first Final Prize draw in order to distribute any unclaimed Final Prizes. Winners will be notified by phone and email within 2 days of the second chance draw. The names of winners will be published on 08/02/2020 on [www.terracycle.com.au/colgategarden](http://www.terracycle.com.au/colgategarden) for a minimum of 28 days.
- 4.8 Monthly Prizes consist of: 60 upcycled pencil cases made from recycled oral care waste (valued at \$5.68 each or \$340.80 per prize pack). There is 1 Monthly Prize to be won each month (excluding March), totalling 7 Monthly Prizes. Total RRP value of Monthly Prizes = \$2,385.60

- 4.9 There will be seven Monthly Prize draws. Monthly Prize draws will take place on the dates listed in the table below at Terracycle Australia 2/80 Albion St, Surry Hills NSW . The first valid entry drawn in each Monthly Prize draw will receive a Monthly Prize.

| <b>Draws</b>         | <b>Entries close</b> | <b>Draw date</b>         |
|----------------------|----------------------|--------------------------|
| Monthly Prize Draw 1 | 29-Mar-19            | 11.00am 3 April 2019     |
| Monthly Prize Draw 2 | 26-Apr-19            | 11.00am 1 May 2019       |
| Monthly Prize Draw 3 | 31-May-19            | 11.00am 5 June 2019      |
| Monthly Prize Draw 4 | 28-Jun-19            | 11.00am 3 July 2019      |
| Monthly Prize Draw 5 | 02-Aug-19            | 11.00am 7 August 2019    |
| Monthly Prize Draw 6 | 30-Aug-19            | 11.00am 4 September 2019 |
| Monthly Prize Draw 7 | 27-Sep-19            | 11.00am 2 October 2019   |

- 4.10 Winners of Monthly Prizes will be notified by email and phone within 2 days of the relevant Monthly Prize Draw. The names of winners of Monthly Prizes will be published within 5 days of the relevant Monthly Prize Draw on [www.terracycle.com.au/colgategarden](http://www.terracycle.com.au/colgategarden) for a minimum of 28 days.
- 4.11 If any Monthly Prize is unclaimed within 3 months of the relevant Monthly Prize Draw, a second chance draw will be held on the date which is 3 months after the relevant Monthly Prize Draw at the same time and place as all Monthly Prize draws in order to distribute any unclaimed Monthly Prizes. Winners will be notified in writing by email within 2 days of the second chance draw. The names of winners will be published within 2 days of the relevant second chance draw on [www.terracycle.com.au/colgategarden](http://www.terracycle.com.au/colgategarden) for a minimum of 28 days.
- 4.12 Monthly Prizes will be delivered to winners by 27/02/2020.
- 4.13 Prizes are not transferable and are not redeemable for cash. The gift voucher must be used before the expiry date stated on the gift voucher, otherwise the gift voucher will be forfeited. The prize is subject to the terms and conditions of the gift card issuer. Colgate is not responsible or liable for any loss, damage or injury suffered by any winner as a result of the conduct of TerraCycle or the gift card issuer. TerraCycle's decision is final and binding - no correspondence will be entered into. If any prize becomes unavailable for reasons beyond TerraCycle's control, TerraCycle may substitute a prize of equal or greater value.

**5. Miscellaneous**

- 5.1 TerraCycle reserve the right to verify the validity of entries and any information from Participants relevant to entry into or participation in the Program. Verification is at the discretion of TerraCycle; whose decision is final. TerraCycle reserve the right to disqualify any Participant or withhold any prize from any entrant who provides false information, tampers with or subverts the entry process, or who is otherwise involved in any way in manipulating, interfering or tampering with the conduct of this Program.
- 5.2 Neither TerraCycle nor Colgate assume any responsibility for any failure to receive an entry or for inaccurate information or for any loss, damage or injury as a result of technical or telecommunications problems, including security breaches. If such problems arise, then TerraCycle may modify, cancel, terminate or suspend the Program.
- 5.3 Neither TerraCycle nor Colgate nor any of their related companies and each of their officers, directors, shareholders, employees, advisors, assignees, licensees, representatives, advertising and promotional agencies shall be liable for any loss, damage, or personal injury, (including but not limited to indirect or

consequential loss) suffered by any person arising directly or indirectly out of or in connection with entering the Program or claiming, winning or using any prize, except as required by law.

Neither TerraCycle nor Colgate shall be liable for any loss, damage, or personal injury, (including but not limited to indirect or consequential loss) suffered by any person arising directly or indirectly out of or in connection with entering the Program or claiming, winning or using any prize, except as required by law.

- 5.4 (a) Winners may be required to participate in reasonable publicity without remuneration. Participants consent to each of TerraCycle and Colgate using their name, image and/or voice in the event that they are a winner in any media for an unlimited period of time without remuneration for the purpose of promoting this Program (including any outcome) and/or promoting any products manufactured, distributed and/or supplied by TerraCycle or Colgate.
- (b) Participants consent to each of TerraCycle and Colgate using the school name, locality and the amount of Accepted Oral Care Waste collected by the Participant in any media (including but not limited to TV, social media, radio and press) without compensation for the purpose of publicity and promotion marketing.
- (c) Participants must obtain signed permissions from parents/legal guardians of children depicted in any media conducted by Colgate or TerraCycle in connection with the Program.
- 5.5 By participating in this Program, Participants acknowledge having read and accepted the terms and conditions that govern the TerraCycle Colgate Community Garden Challenge: <http://www.terracycle.com.au/en-AU/pages/terms-and-conditions.html>.
- 5.6 Entries remain the property of TerraCycle. Details from entries will be collected and used for the purposes of conducting this Program (which may include disclosure to Colgate and other third parties for the purpose of processing and conducting the Program) and for future promotional purposes. By entering this promotion, Participants consent to the use of their information as described and agree that each of TerraCycle and Colgate may use it, in any media for future promotional purposes without any further reference or payment to the entrant. Any personal information provided by Coordinators and Participants in entering the Program will be held by each of TerraCycle and Colgate in accordance with the Privacy Act 1988. Participants may access, change and/or update their personal information and obtain a copy of Colgate's privacy policy and Privacy Collection Statement by contacting Colgate on (02) 9229 5600 during office hours or visiting [www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp](http://www.colgate.com.au/app/Colgate/AU/Corp/LegalPrivacy.cvsp). Participants may access, change and/or update their personal information and obtain a copy of TerraCycle's privacy policy and Privacy Collection Statement by contacting TerraCycle on 1800 983 324 during office hours or visiting [www.terracycle.com.au/en-AU/pages/terms-of-use](http://www.terracycle.com.au/en-AU/pages/terms-of-use).
- 5.7 The Sponsor is Colgate-Palmolive Pty Limited (ABN 79 002 792 163) 345 George Street, Sydney 2000, Australia. The Promoter is Terracycle Australia (ABN 58 153 703 121) 2/80 Albion St, Surry Hills NSW Authorised under NSW Permit No LTPS/18/30896 , SA No T18/2301 and ACT Permit No TP18/02559