



# Sustainability Sign-up 2021

## Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR ABILITY TO PARTICIPATE OR WIN. THIS CONTEST IS INTENDED FOR ENTRY IN CANADA AND WILL BE GOVERNED BY CANADIAN LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN CANADA AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** OPEN ONLY TO LEGAL RESIDENTS OF ALL PROVINCES OF CANADA WITH THE EXCEPTION OF QUEBEC WHO HAVE ATTAINED THE AGE OF MAJORITY IN THEIR PROVINCE OR TERRITORY OF RESIDENCE AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle Canada ULC. ("Sponsor"), their respective parents, subsidiaries, and affiliated companies, promotional partners and advertising and Contest agencies, representatives, agents, web masters/suppliers (and their dependents, immediate family members [spouse, parents, children, siblings] and persons with whom they are domiciled, whether or not related) are not eligible to participate. By participating, entrants agree to these Official Rules, the decisions of the judges regarding Entry judging, and the decisions of the Sponsor and/or its independent judging agency which are final and binding in all respects. Void where prohibited.

1a. **Specific Eligibility:** The Sustainability Sign-Up 2021 ("Promotion") is open to all TerraCycle locations ("Eligible Locations"). You can sign up for free at [www.terraceycle.com/brigades](http://www.terraceycle.com/brigades).

2. **PROMOTIONAL PERIOD:** The Promotion begins at 12:00am Eastern Time on November 1<sup>st</sup>, 2021 and ends at 11:59:59PM Eastern Time on December 31<sup>st</sup>, 2021 ("Promotion Timeline").

3. **HOW TO ENTER:** The goal of the Promotion is for users to sign up for the Participating Recycling Program ("Participating Recycling Program") during the Promotion Timeline. The list of Participating Recycling Programs is available on <https://www.terraceycle.com/en-CA/contests/ca-sustainable-sign-up>. The list will be updated each month with new Participating Recycling Programs. You may sign up for the Participating Recycling Program at no charge at <https://www.terraceycle.com/en-CA/brigades>. Limit one sign-up per Participating Recycling Program per person. Email addresses entered are subject to end-user validation. All participants must have a valid email address. No automated entry devices, bots and/or programs permitted. Entries do not carry over from one week to the next.



4. **PRIZES:** Each participant who joins the Participating Recycling Program(s) will earn one hundred (100) TerraCycle points. Each TerraCycle point can be redeemed for payment of \$0.01 per point to the non-profit organization of your choice. For more information visit [www.terraceycle.com/en-CA/about-terraceycle/points](http://www.terraceycle.com/en-CA/about-terraceycle/points). Bonus points will be credited to the Eligible Recycling Location's TerraCycle account no later than the end of the following month.

EACH PRIZE IS AWARDED WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR OR PROMOTION PARTNER. Eligible Recycling Locations may not substitute, assign or transfer prizes or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Eligible Recycling Locations will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes they received.

5. **GENERAL CONDITIONS:** Participation in Promotion and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name address (city and province), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Promotion or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, participants agree to release and hold harmless Sponsor, Promotion Partner and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Participants who do not comply with these Official Rules, or attempt to interfere with this Promotion in any way shall be disqualified. Sponsor is not responsible if Promotion cannot take place or if any prize cannot be awarded due to travel cancellations, delays, epidemics or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

6. **ADDITIONAL TERMS.** Any attempted form of entry other than as set forth in these Official Rules is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to



enter the Promotion, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Promotion. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor.

Sponsor reserves the right, at its sole discretion, to disqualify any Participant it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or Promotion Website. Sponsor may prohibit any Participant from participating in the Promotion or winning a prize if, in its sole discretion, it determines that said Participant is attempting to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other Participants or Sponsor representatives.

*CAUTION: ANY ATTEMPT BY AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.*

Participants who engage in disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Promotion, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules or the Promotion and the Sponsor's decisions concerning such disputes shall be final.

**7. LIABILITY LIMITATIONS:** Releasees are not responsible for lost, late, misdirected, incomplete, or nondelivered Entries or e-mail; or for interrupted or unavailable satellite, network, server, Internet Service Provider (ISP), Website, telephone or other connections, availability or accessibility, or miscommunications, or failed computer, satellite, telephone or cable transmissions, or lines, or technical failure or jumbled, corrupted, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures, or technical errors or difficulties, or other errors of any kind whether human, mechanical, electronic or network or the incorrect or inaccurate capture of Entry or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Contest or otherwise attempt to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives, as solely determined by the Sponsor, will be



disqualified. Any use of robotic, automatic, macro, programmed or like entry methods will void all such Entries by such methods, and disqualify any entrant using such methods. Neither Sponsor nor its agencies are responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. Should any portion of the Contest be, in Sponsor' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention, technical failures or other causes which, in the sole opinion of the Sponsor, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsor reserve the right at its sole discretion to suspend, modify or terminate the Contest, and select the winner from Entries received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Neither Sponsor nor their agencies are responsible for any incorrect or inaccurate information, whether caused by Website users, tampering, hacking, or by any equipment or programming associated with or utilized in the Contest, and assume no responsibility for any error, interruption, deletion, defect, delay in operation, or transmission, communications line failure, theft or destruction, or unauthorized use of this Website. In case of dispute, the authorized subscriber of the email account used to enter the Contest at the actual time of entry will be deemed to be the entrant and must comply with these Official Rules. The authorized account subscriber is deemed to be the natural person who is assigned an e-mail address by an Internet Access Provider, on-line service provider, or other organization, which is responsible for assigning e-mail addresses.

IN NO EVENT WILL RELEASEES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL OR PUNITIVE DAMAGES ARISING OUT OF YOUR ACCESS TO AND USE OF THE WEBSITE OR DOWNLOADING FROM AND/OR PRINTED MATERIAL DOWNLOADED FROM SAID WEBSITE. WITHOUT LIMITING THE FOREGOING, EVERYTHING ON THIS WEBSITE IS PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES OR EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS OR LIMITATIONS REGARDING THESE LIMITATIONS OR EXCLUSIONS.

By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, entrant's rights and obligations, or the rights and obligations of the sponsor in connection with the Contest shall be governed by, and construed in accordance with, the laws of the Province of Ontario, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue

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of courts located in Toronto, Ontario.

**9. USE OF DATA.** Sponsor will be collecting personal data about Participants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.terraceycle.com/en-CA/pages/privacy-policy>. By participating in the Promotion, Participants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

**10. SPONSOR:** TerraCycle Canada ULC, 69 Wingold Avenue, Unit #104, Toronto, ON M6B 1P8

