



Save Water Challenge 2019

Detailed Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT ENHANCE YOUR ABILITY TO PARTICIPATE OR WIN. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED.

THIS CONTEST IS INTENDED FOR ENTRANTS IN NEW JERSEY, PENNSYLVANIA, NEW YORK, CONNECTICUT, DELAWARE AND MARYLAND ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN NEW JERSEY, PENNSYLVANIA, NEW YORK, CONNECTICUT, DELAWARE OR MARYLAND AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The “Save Water Challenge 2019” (“Contest”) is open to all public schools, private schools, colleges, and universities (“Schools”) in the Colgate® Oral Care Recycling Program (“Participating Program”) within New Jersey, Pennsylvania, New York, Connecticut, Delaware and Maryland (“Eligible Regions”) as indicated by their profile on www.terracycle.com. Employees, officers and directors of TerraCycle, Inc. (“Sponsor”), Colgate-Palmolive Company (“Colgate”), Wakefern Food Corp. (“Wakefern”) and each of their respective parents, subsidiaries, affiliated companies and members, advertising, promotion, or production agencies, web masters/suppliers (and their IRS dependents, immediate family members [spouse, parents, children, siblings] and individuals residing in their same household, whether or not related) are not eligible to participate. By participating, entrant Schools and other participants agree to these Official Rules, the decisions of the Sponsor and/or its independent judging agency, which are final and binding in all respects. Void where prohibited.

a. Specific Eligibility

All Schools in the Eligible Regions are automatically enrolled if they are an Active member of the Colgate® Oral Care Recycling Program according to their profile on www.terracycle.com (“Sponsor Website”). Schools that have been deleted or are wait-listed to join the Colgate® Oral Care Recycling Program are not Active members of the program. You may sign up and participate in this recycling program at no charge at www.terracycle.com/brigades. Recycling program locations can “opt out” of the Contest by contacting TerraCycle customer support at customersupport@terracycle.com.



2. **CONTEST PERIOD:** Contest will run from June 30th, 2019 at 9:00 am Pacific Standard Time (“PST”) to September 29, 2019 at 11:59 pm PST (the “Contest Period”).

3. **TO ENTER:** Schools meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Contest. The goal of the Contest is for the Schools in the Eligible Regions within the Participating Program to earn the most Pledges (“Pledges”). Pledges are earned by receiving pledges (each, a “Pledge,” and collectively, “Pledges”). Each Pledge to save water will earn one (1) Pledge. Pledges can be cast at www.terracycle.com/colgateshopritegarden2019 (“Contest Webpage”). Limit one Pledge per person (as identified by the “authorized subscriber” of the email account used for the Pledge) per day. Email addresses entered are subject to end-user validation. Email addresses will only need to be validated once during the Contest Period in order for all subsequent Pledges to be counted. Contest winners will be determined by the total number of Pledges earned for their Schools within Contest Period. All Pledges must be submitted by September 30, 2019 at 11:59 p.m. PST.

4. **DETERMINATION OF WINNERS:** All Participating Recycling Program Schools in the Eligible Regions will have their Pledges tallied for the Contest. The top two Schools that receive the most Pledges will be Winners (“Winners”).

5. **TIE BREAKERS:** In the event of a tie among any of the Winners, the School that received the most pledges on September 30, 2019 from 12:00 a.m. PST to 11:59 p.m. PST will determine the winner. Contest determinations are at the sole and absolute discretion of the Sponsor, and such decisions are not subject to further review or appeal by the Schools.

6. **NOTIFICATION:** Contest winners will be notified by phone, mail, or email on or around October 15, 2019. Winners will be required to complete, sign and return a Liability Release, and where lawful and necessary a Publicity Release within seven (7) days of prize notification. If Release is not received by the date stated on the notification, or if any Winner is found to be ineligible or not in compliance with these Official Rules, or if any of the prize notifications or prizes are returned as undeliverable, the prize in its entirety may be forfeited.

7. **PRIZES:** Contest Prizes consist of two (2) Grand Prizes. Each Grand Prize winner will be rewarded lumber made from recycled materials to create six to twelve garden beds, depending on size, one gazebo, one picnic table and one flat bench to be placed on school grounds. The approximate retail value for each Grand Prize is \$10,000, the approximate retail value (ARV) of all prizes is \$20,000.

As part of the Contest and corresponding prize distribution to winners, all Contest participants agree (a) to release Colgate, Wakefern, and TerraCycle from any and all liability associated with the installation and use of the Garden and (b) to indemnify and hold harmless Colgate, Wakefern,



TerraCycle and their subsidiaries, divisions and affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents from any and all claims, demands or causes of action of every kind and character by the Recipient and any third parties using the Garden arising from or in connection with the installation and use of the Garden.

If a winner cannot accept the prize as stated within ninety (90) days of notification, the prize may be forfeited, at the discretion of the Sponsor, in its entirety and transferred to the next-in-line winner. All prizes claimed will be awarded. No substitution or transfer of any prize or election of cash in lieu of any prize by Winners will be permitted. Sponsor reserves right to substitute prize with prize of equal or greater value if advertised prize becomes unavailable. All unspecified expenses are the responsibility of winners. Limit one (1) prize per School. Fulfillment and shipping of prizes is not included in total value. Any and all federal, state and local taxes are the sole responsibility of the winners.

8. GENERAL: Schools agree (a) that each of Sponsor, Colgate, and Wakefern, and each of their respective parents, subsidiaries, affiliated companies and members, and advertising and promotion agencies, and all of their respective officers, directors, employees, representatives and agents (individually and collectively "Releasees") will have no liability whatsoever for, and are released and shall be held harmless by participants against, any liability, for any injuries, losses or damages of any kind, to person(s), including death, or property, or violation of intellectual property or personal rights (such as but not limited to, copyright, trade name/trademark, and/or rights of privacy or publicity or portrayal in a false light) resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest.

9. PRIVACY: Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at Contest Webpage. www.terracycle.com/colgateshopritegarden2019. By participating in the Contest, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy. By entering the Contest, each School irrevocably grants the Sponsor, Colgate, Wakefern and its member stores and their successors, assigns, and licensees, the right to use the name of the School and photos of the School in any and all media for any purpose, including without limitation, any advertising and promotion purposes, and hereby releases the Sponsor from any liability with respect thereto.

10. LIABILITY LIMITATIONS: Releasees are not responsible 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 Pledges 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 methods of voting will void all Pledges by such methods, and disqualify any entrant for which such Pledges are cast. Releasees and their respective agencies shall not be 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 Contest Webpage. Should any portion of the Contest be, in Sponsor's 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 Pledges awarded entrant Schools, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Contest, and select the winner based on Pledges received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. Releasees and their respective agencies shall not be 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 the Contest Webpage. In case of dispute, the authorized subscriber of the e-mail account used to participate will be deemed to be the participant 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

TerraCycle US, LLC
1 TerraCycle Way
Trenton, NJ 08638 USA

Phone: +1.609.393.4252
Fax: +1.609.393.4259
www.terracycle.com



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 determined on an individual basis without resort to any class action status, and shall be governed by, and construed in accordance with, the laws of State of New Jersey, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Trenton, NJ.

11. **WINNERS LIST:** For the names of the winners, send a self-addressed, stamped envelope to: "Colgate Recycled Garden Challenge 2019" Winners List, TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ, 08638 for receipt by June 15, 2020.

12. **SPONSOR:** TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.

