



Gerber® Join & Win

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 THE 48 CONTIGUOUS UNITED STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES OR DISTRICT OF COLUMBIA ("D.C."), 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), their respective parents, subsidiaries, and affiliated companies, 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, entrants (and entrant's parent/legal guardian if entrant is a minor) 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 Gerber® Join & Win ("Contest") is open to all TerraCycle locations ("Eligible Locations"). You can sign up for free at www.terracycle.com/brigades.

2. PROMOTIONAL PERIOD: The Contest will run from January 1st, 2020 at 6:00am PST to January 31st, 2020 at 11:59pm PST ("Contest Timeline"). Winners will be announced weekly starting Monday, January 6th, 2020 and announced every Monday after that for three (3) additional weeks.

3. CONTEST ENTRY GUIDELINES: The goal of the Contest is for users to sign up for the Gerber® Recycling Program ("Participating Recycling Program") during the Contest Timeline. You may sign up for the Participating Recycling Program at no charge at <https://www.terracycle.com/en-US/brigades/gerber>.



4. PRIZE: Each participant who joins the Participating Recycling Program will earn one hundred (100) TerraCycle points plus one (1) entry into a weekly sweepstakes. TerraCycle will select 1 winner user from the pool of signups to receive Gerber® Snack Prize Pack made from Puffs (3), Lil Crunchies (3), and Yogurt Melts (3) in various flavors ARV \$30. 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.terracycle.com/en-US/about-terracycle/points.

Winner has fourteen (14) days to respond to notification of reward with non-PO Box shipping address. If winner does not respond to Sponsor communication within the time allotted, the prize may be forfeited in its entirety. If the winner cannot accept the prize as stated, the prize may be forfeited in its entirety. If a winner is a minor in his/her jurisdiction of residence, prize may be awarded in the name of, or to, winner's parent/legal guardian who must execute all documents and agree to all obligations and undertakings of winner, both on behalf of himself/herself and winner, or prize may be forfeited. No substitution or transfer of prize, but 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 person/email address/household. Any and all federal, state and local taxes are the sole responsibility of the winners.

5. GENERAL CONDITIONS: Entrants (and entrant's parent/legal guardian, if participant is a minor) agree (a) that Sponsor and its respective parents, subsidiaries and affiliated companies and advertising and promotion agencies, and all of its 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 (and participants' parent/legal guardian if participant is a minor) 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 or related activity and the use of the Entry submitted, and (b) entrants (and entrants' parents/legal guardians if entrants are minors), by entering, except where legally prohibited, grant permission for Sponsor (and agree to confirm such agreement in writing), and those acting pursuant to its authority to use, publish, exploit the Entry and the elements embodied therein as more fully set forth in the section below titled "Grant of Rights by Participants", and winners further grant ownership of the Entry and the elements embodied therein as more fully set forth in the section below titled "Assignment of Rights by Winners". Any waiver or non-use of any rights hereunder by Sponsor does not constitute a general waiver of any other Sponsor rights. By submitting an Entry, entrant (and entrant's parent/legal guardian, if entrant is a minor) agrees that entrant's submission is gratuitous and made without restriction, and will not place Sponsor under any obligation, that Sponsor is free to disclose or otherwise disclose the ideas contained in the Entry on a non-confidential basis to



anyone or otherwise use, exploit and assign the ideas without any additional compensation or notice to, or approval from, participant, his/her parent or legal guardian or any third party. Entrant (and entrant's parent/legal guardian, if entrant is a minor) acknowledges that, by acceptance of entrant's Entry, Sponsor does not waive any rights to use, assign or otherwise exploit similar or related ideas previously developed or known to Sponsor, or developed by its employees, contractors and agents, its affiliates and their employees, contractors and agents, or obtained from sources other than entrant and entrant (and his/her parent or legal guardian) agrees that he/she shall not have or make any claim against Releasees resulting from such use, assignment or other exploitation. Potential winners (and winners' parents/legal guardians if winners are minors) will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within seven (7) days of prize notification. If Affidavit/Release is not received by the date stated on the notification, or if any potential 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.

Grant of Rights by Entrants: By submitting an Entry, entrant (and entrant's parent/legal guardian, if entrant is a minor) grants Sponsor a perpetual, worldwide, irrevocable, assignable, sublicensable, royalty-free and fully paid-up license to the Entry and Sponsor and their designees may exploit, edit, modify, post, use and distribute the Entry and all elements of such Entry in any and all media now known or hereafter devised, without limitation and without compensation, permission or notification to any entrant, his/her parent or legal guardian or any third party.

Assignment of Rights by Winners: By accepting a prize, any and all results and proceeds of all services furnished by winners hereunder (including, without limitation, the Entry and any other work based on or derived therefrom), and all other materials of every kind whatsoever created by winner at any time if relating to the Contest (collectively, "Work"), are a "work made for hire" (as that term is used in the United States Copyright Act) for each Sponsor. Each Sponsor is the "author" of the Work for all purposes, including without limitation the copyright laws of the United States, and each Sponsor is the owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including without limitation all copyrights in and to the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, including all "moral rights of authors" and "droit moral" rights and any similar or analogous rights under the applicable laws of any country of the world. Winners (and winners' parents or legal guardians if winners are minors) also waive all "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Without limiting the binding effect of any of the foregoing provisions, in the event that any of the Work is not deemed to be a "work made for hire" for Sponsor, winners (and winners' parents or legal guardians if winners are minors) shall irrevocably and exclusively grant and assign to Sponsor (or, if any applicable law prohibits or restricts such assignment, winner (and winners' parents or legal guardians if winners are minors) shall grant to Sponsor an irrevocable, perpetual,



royalty-free, transferable license of) all right, title, interest and ownership in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights, neighboring rights, trademarks, patents and any and all other ownership and exploitation rights in the Work therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.

Sponsor' rights in and to the Work shall include, without limitation, the right to exploit the Work (or not) by any and all means now known or hereafter devised throughout the universe in perpetuity, including, without limitation, the right to alter, modify, edit, adapt, composite, morph, scan, duplicate, merchandise, use and cut the Work). Sponsor shall be free to exploit, license, sell and/or assign any or all of its rights in the Work at any time and from time to time, in whole or in part, to any person or entity, without permission from, or notice or compensation to, winners, their parents or legal guardians or any third party. In furtherance of and without limiting the foregoing, all revenues derived by Sponsor or their designees from the use, exhibition, publication, distribution, merchandising, transmission, licensing, display, selling or other exploitation of the Work shall be the sole and exclusive property of Sponsor and winner, his or her parents, heirs, successors and assigns shall have no interest in or to any such revenues.

At the request of Sponsor, winners (and winners' parents or legal guardians if winners are minors) shall execute and deliver to Sponsor such assignments or other instruments as Sponsor may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Sponsor' rights in the Work. If a winner (or winner's parent or legal guardian if winner is a minor) fails to so execute and deliver any such instrument within five (5) days of the date of such notice, Sponsor shall have the right to do so in winner's name, place and stead, and Sponsor are hereby irrevocably appointed as winner's attorney-in-fact for such purposes, which power is coupled with an interest.

6. **PRIVACY:** Sponsor will be collecting personal data about entrants online, in accordance with their respective privacy policies. Please review the Sponsor' respective privacy policies at www.terracycle.com. By participating in the Contest, entrants hereby agree to Sponsor' collection and usage of their personal information and acknowledge that they have read and accepted Sponsor' privacy policies.

7. **LIABILITY LIMITATIONS:** Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered 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'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 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 e-mail account used to enter the promotion 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

TerraCycle Inc.
1 TerraCycle Way
Trenton, NJ 08638 USA

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



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.

8. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: "Gerber® Join & Win 2020" Winners List, TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ, 08638 for receipt by June 15th, 2020.

9. SPONSOR: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.

