



## “2021 Colgate® and ShopRite® School Challenge”

---

### 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. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED.

THIS SWEEPSTAKES 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 NOT LOCATED IN NEW JERSEY, PENNSYLVANIA, NEW YORK, CONNECTICUT, DELAWARE OR MARYLAND AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The “Colgate® and ShopRite® School Challenge” (“**Promotion**”) is open to all public schools and private schools (“**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](http://www.terracycle.com). Employees, officers and directors of TerraCycle, Inc. (“**Sponsor**” or “**TerraCycle**”), Colgate-Palmolive Company (“**Colgate**”), Wakefern Food Corp. (“**Wakefern**”) and each of their respective parents, subsidiaries, affiliated companies and members (collectively “**Promotional Partners**”), advertising, promotion, or production agencies, web masters/suppliers (and their IRS dependents, immediate family members [spouses, 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 outside of the Eligible Regions and where prohibited. All federal, state and local laws and regulations apply.

#### a. Specific Eligibility

All Schools in the Eligible Regions are automatically enrolled if they are an Active member of the Participating Program according to their profile on [www.terracycle.com](http://www.terracycle.com) (“**Sponsor Website**”). Schools that have been deleted or are wait-listed to join the Participating 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](http://www.terracycle.com/brigades). Recycling program locations can “opt out” of the “Colgate® and ShopRite® School Challenge” by contacting TerraCycle customer support at [customersupport@terracycle.com](mailto:customersupport@terracycle.com).

2. **SWEEPSTAKES PERIOD:** Promotion will run from March 7, 2021 at 6:00 am Pacific Time (“**PST**”) to June 30, 2021 at 11:59 pm PST (the “**Promotion Period**”).



3. TO ENTER: Schools meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Promotion. The goal of the Promotion is for the Schools in the Eligible Regions within the Participating Program to earn the most school supplies credits (“School Supplies Credits”). School Supplies Credits are earned by receiving votes (each, a “Vote” and collectively, “Votes”) and sending accepted oral care products through downloading a prepaid shipping label via from an eligible School account in the Participating program and sending such oral care products (each comprised of “Units” as defined herein) into TerraCycle through the Participating Recycling Program. One (1) Unit is defined as .02 lbs. of used post-consumer oral care products and packaging. Units must consist of *post-consumer* oral care products and packaging, meaning that products and packaging purchased new and submitted for the sole purpose of earning School Supplies Credits in the Promotion may not be counted as Units in Sponsor’s sole discretion. Units are defined by weight (as noted above), not by number of items submitted. Each Vote and each Unit will earn one (1) School Supplies Credit. Votes can be cast at <https://www.terracycle.com/en-US/contests/colgateshopriteschoolcontest2021> (“Promotion Webpage”). Limit one Vote per person (as identified by the “authorized subscriber” of the email account used for the Vote) per day. Automated or “scripted” votes or email addresses, or similar votes or email addresses that reasonably appear to TerraCycle to be automated, scripted or otherwise deceptive are subject to disqualification by TerraCycle. TerraCycle’s reasonable judgement in such matters is final. Email addresses entered are subject to end-user validation. Email addresses will only need to be validated once during the Promotion Period in order for all subsequent Votes to be counted. Units can be sent through the Schools TerraCycle account on the Sponsor Website. Promotion winners will be determined by the total number of School Supplies Credits earned for their Schools within Promotion Period. All Votes must be submitted and Units received and checked into the TerraCycle system as visible on the School’s account profile on [www.terracycle.com](http://www.terracycle.com) by June 30, 2021 at 11:59 p.m. PST.

4. DETERMINATION OF WINNERS: All Participating Recycling Program Schools in the Eligible Regions will have their School Supplies Credits tallied for the Promotion. The top three (3) Schools that receive the most School Supplies Credits will be Winners (“Winners”). The School that receives the most School Supplies Credits receives a Grand Prize... The School that receives the second most School Supplies Credits will be the First Runner Up (“First Runner Up”). The School that receives the third most School Supplies Credits will be the Second Runner Up (“Second Runner Up”).

All such determinations shall be conducted in a fair and reasonable manner in accordance with the Crediting system set forth in these Recycled School Supplies Challenge Official Rules as solely determined by Sponsor.

5. TIE BREAKERS: In the event of a tie among any of the Winners, the total Votes received by the School will be used as a tie breaker. Promotion determinations are in the sole and absolute discretion of the Sponsor, and such decisions are not subject to further review or appeal by the Schools.

6. NOTIFICATION: Promotion winners will be notified by phone, mail, or email on or around July 15, 2021. Winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, [attached as Exhibit A herein] and where lawful and necessary a Publicity Release within thirty (30) days of prize notification. If Affidavit/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:** Promotion Prizes consist of one (1) Grand Prize, one (1) First Runner Up Prize, and one (1) Second Runner Up Prize (“Prize(s)”).

- a. The Grand Prize winner will receive: 70 desk & chair sets; 150 backpacks; 150 pencil cases; and 300 pens (Approximate retail value: \$53,000)
- b. The First Runner Up Prize winner will receive: 30 desk & chair sets; 100 backpacks; 100 pencil cases; and 200 pens (Approximate retail value: \$24,000)
- c. The Second Runner Up Prize winner will 20 desk & chair sets; 50 backpacks; 50 pencil cases and 100 pens (Approximate retail value: \$15,500)

Total approximate retail value of all prizes combined: \$92,500.00. 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.

**EACH PRIZE IS AWARDED WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY PROMOTIONAL PARTNERS.** As part of the Promotion and corresponding prize distribution to winners, all Promotion participants agree: (a) to release Colgate, Wakefern, and TerraCycle from any and all liability associated with the installation and use of the Prize 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 Prize arising from or in connection with the installation and use of the Prize. All winners agree to the terms stated in Exhibit A.

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.

By accepting a prize, each winner irrevocably grants the Sponsor, Promotional Partners and their respective 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.

8. **GENERAL:** Schools agree (a) that each of Promotional Partners, 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 Promotion. Promotional Partners are not responsible if the 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. Promotional Partners reserve 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 may, at its sole discretion, select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Promotional Partners.

9. **PRIVACY; USE OF DATA:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor’s privacy policy at Promotion Webpage. By participating in the Promotion, 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.

10. **ADDITIONAL TERMS:** Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered Votes or Units; 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 Units, Votes or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion 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 Votes by such methods, and disqualify any entrant for which such Votes 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 Promotion or downloading materials from or use of the Promotion Webpage. Should any portion of the Promotion 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 School Supplies Credits awarded entrant Schools, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and select the winner based on School Supplies Credits 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 Promotion, 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 Promotion



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.

11. LIMITATION OF LIABILITY: 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.

12. DISPUTES; GOVERNING LAW: 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 Promotion, 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.

13. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: "Colgate® and ShopRite® School Challenge" Winners List, TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ, 08638 for receipt by September 15, 2021.

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



## AFFIDAVIT OF ELIGIBILITY AND RELEASE

### EXHIBIT A

*Please Type or Print Clearly:*

I, (please print name) \_\_\_\_\_, on behalf of [School Name], being duly sworn, state I am at least 18 years of age or older and a legal resident of the United States.

[School Name] EIN Number is \_\_\_\_\_

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

Telephone Number (include area code) ( \_\_\_\_\_ ) \_\_\_\_\_

I am signing and submitting this affidavit and release with the understanding that it will be relied upon to confirm [School Name] eligibility to participate in the Colgate® and ShopRite® School Challenge (the “**Promotion**”) and be awarded the school supplies (the “**Prize**”).

By signing below, I represent that I have the authority to execute this affidavit and release and to bind [School Name], and I represent and agree to the following on behalf of [School Name]:

1. [School Name] has complied with and will comply with all the rules, regulations and limitations of the Promotion (as detailed in Exhibit A – “Colgate® and ShopRite® School Challenge ” Official Rules) and has perpetrated no fraud or deception in entering the Promotion or claiming the Prize;
2. [School Name] will be solely responsible for the maintenance and upkeep of the Prize as applicable.



3. [School Name] acknowledges and hereby agrees that if it cannot accept and install the Prize within ninety (90) days of notification that they have been awarded the Prize, the Prize may be forfeited, at the sole discretion of TerraCycle, and transferred to the next-in-line winner.

By participating in the Promotion and accepting the Prize, we the [School Name], for ourselves, our heirs, successors and their assigns, executors and administrators, hereby (i) waive and release any and all rights and claims we may have against TerraCycle, US LLC, the Colgate-Palmolive Company, Wakefern Food Corp. and each of their respective parents, subsidiaries, affiliated companies and members, advertising, promotion, or production agencies, web masters/suppliers and all of their respective officers, directors, employees, representatives, agents and assigns (collectively, the **“Released and Indemnified Parties”**), for any matter, cause or thing whatsoever with respect to or arising as a result of our participation in the Promotion, including without limitation, any risks, injury, costs or claims relating to the Promotion or the use or enjoyment of the Prize; and (ii) agree to accept all responsibility and liability for and arising from the use and maintenance of the Prize; and (iii) agree to defend and indemnify the Released and Indemnified Parties from and against any and all losses, liabilities, damages, actions, suits, demands or claims (including, without limitation, amounts paid in settlement and reasonable costs of investigation and reasonable attorneys’ fees and disbursements), arising out of or resulting from (a) the use or maintenance of the Prize and/or (b) the gross negligence, bad faith or intentional or willful misconduct of [School Name] or its employees, affiliates, representatives or agents.

TerraCycle, US LLC, the Colgate-Palmolive Company, Wakefern Food Corp. expressly disclaim any warranties associated with the school supplies, including implied warranties of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from course of dealing or usage of trade.

[School Name] agrees that all taxes in any way associated with the prize it has won are its responsibility.

[School Name] hereby grants permission, where legal, for the use of its name, city, state, logo, Prize information and/or photograph for advertising and promotional purposes, in all media now known or hereafter developed throughout the world in conjunction with the Promotion and similar promotions without compensation.

Sworn to and subscribed before me this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

[School Name]

By: \_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Title: \_\_\_\_\_