



2016 Garnier® Green Garden Campaign

Terms and Conditions

1. ELIGIBILITY

The 2016 Garnier Green Garden Campaign is open to six (6) pre-selected community organizations (“Nominated Community Organizations” or “NCO”) chosen by TerraCycle® (“Sponsor”) The Nominated Community Organizations are: registered for operation as a 501(c)(3); in good standing; and are located in one of the 50 United States or the District of Columbia. Members of TerraCycle® (“Sponsor”) and Garnier Fructis (“Co-Sponsor”), and their respective parents, subsidiaries, affiliates, campaign and advertising agencies, and members of their immediate family (spouse and parent, children and siblings and their respective spouses, regardless of where they reside) and persons living in the same household, whether or not related, of such member, were not eligible to enter or win. Void where prohibited by law. Campaign is subject to all applicable federal, state and local laws.

2. VOTING

The six (6) NCO’s will be posted on www.terracycle.com starting at 12:01:01 AM Eastern Time (“ET”) on February 15, 2016 and ending at 11:59:59 PM ET on May 15, 2016. The public will be encouraged to vote for one (1) organization once (1) per day, per email account. For purposes of this campaign, a "day" shall be defined as the 24-hour period beginning at 12:00:01 AM ET and ending at the following 11:59:59 PM ET. Email addresses entered are subject to end-user validation. Email addresses will only need to be validated once during the Campaign in order for all subsequent votes to be counted. TerraCycle’s computer shall be the official timekeeper for all matters related to this Campaign. Votes received from any person or email address in excess of the stated limitation will be void. NCO’s are prohibited from obtaining votes by any fraudulent or inappropriate means, including, without limitation, offering prizes or other inducements to members of the public, as determined by Sponsors in their sole discretion. Subject to verification of eligibility and compliance with these Official Rules, the NCO that receives the highest number of valid votes, as determined by Sponsors, will be deemed the winner. In the event of a tie, the NCO who receives their final vote first will be the potential winner. Use of script, macro or any automated system to vote or with the intent to impair the integrity of the voting process is prohibited and all such votes will be void.

3. WINNER NOTIFICATION



The NCO with the most votes will be deemed the potential winner. The potential winner will be notified on or about June 1, 2016 by email and/or telephone and may be required to complete an Affidavit of Eligibility, Liability and Publicity Release (unless prohibited by law) and any other documents required by Sponsors, which must be returned within ten (10) days of date appearing on prize notification. Judges' and Sponsor's decisions are final and binding on all matters relating to this Campaign. Return of prize or prize notification as undeliverable, failure to sign and return requested documentation within the specified time period, the inability of Sponsor to contact a potential winner within a reasonable time period or noncompliance with these Official Rules by any potential winner will result in disqualification and, at Sponsor's sole discretion, the prize may be awarded to a runner-up.

4. PRIZING

One (1) potential winner will receive the garden, valued at \$75,000. The grand prize includes a \$25,000 grant to cover installation and site preparation costs, and recycled garden materials, valued at \$50,000. Winners may not substitute, assign or transfer prize or redeem prize for cash, but Sponsor reserves the right, at its sole discretion, to substitute prize (or portion thereof) with one of comparable or greater value. Winners are responsible for all applicable federal, state and local taxes, if any, as well as any other costs and expenses associated with prize acceptance and use not specified herein as being provided. All prize details are at Sponsor's sole discretion.

5. OBLIGATIONS OF COMMUNITY ORGANIZATION SELECTED TO RECEIVE FUNDING

The Community Organization selected to receive funding agree to use its best efforts to coordinate with TerraCycle and Garnier Fructis in the creation and distribution of a press release announcing the project to the public. TerraCycle and Garnier Fructis may request additional assistance from the organization in promoting the Garden, including garden visits, photographs and media events.

6. GENERAL CONDITIONS

By participating, each entrant agrees: (a) to abide by these Official Rules and decisions of Sponsors and judges, which shall be final and binding in all respects relating to this Campaign; (b) to release, discharge and hold harmless Sponsors, and their respective parents, affiliates, subsidiaries, and advertising and Campaign agencies, and the respective officers, directors, shareholders, employees, agents and representatives of the forgoing (collectively, "Released Parties") from any and all injuries, liability, losses and damages of any kind to persons, including death, or property resulting, in whole or in part, directly or indirectly, from entrant's participation in the Campaign or any Campaign-related activity or the acceptance, possession, use or misuse of any awarded prize; and (c) to the use of his/her name, voice, performance, photograph/video, image and/or likeness for programming, advertising, publicity and Campaign purposes in any



and all media, now or hereafter known, worldwide and on the Internet, and in perpetuity by Sponsors and its designees, without compensation (unless prohibited by law) or additional consents from entrant or any third party and without prior notice, approval or inspection, and to execute specific consent to such use if asked to do so. By participating, entrant also agrees not to release any publicity or other materials on their own or through someone else regarding their participation in the Campaign without the prior consent of the Sponsors, which it may withhold in its sole discretion.

7. MISCELLANEOUS

Released Parties are not responsible for lost, late, incomplete, damaged, inaccurate, stolen, delayed, misdirected, undelivered, or garbled Entries; or for lost, interrupted or unavailable network, server, Internet Service Provider (ISP), website, or other connections, availability or accessibility or miscommunications or failed computer, satellite, telephone or cable transmissions, lines, or technical failure or jumbled, scrambled, delayed, or misdirected transmissions or computer hardware or software malfunctions, failures or difficulties, or other errors or difficulties of any kind whether human, mechanical, electronic, computer, network, typographical, printing or otherwise relating to or in connection with the Campaign, including, without limitation, errors or difficulties which may occur in connection with the administration of the Campaign, the processing or judging of Entries, the tabulation of votes, the announcement of the prize, the incorrect uploading of the video/photo or in any Campaign-related materials. Released Parties are also not responsible for any incorrect or inaccurate information, whether caused by site users, tampering, hacking, or by any equipment or programming associated with or utilized in the Campaign. Released Parties are not responsible for injury or damage to any person's computer related to or resulting from participating in this Campaign or downloading materials from or use of the website. Persons who tamper with or abuse any aspect of the Campaign or website, who act in an unsportsmanlike or disruptive manner or who are in violation of these Official Rules, as solely determined by Sponsors, will be disqualified and all associated Entries will be void. Should any portion of the Campaign be, in Sponsors' sole opinion, compromised by virus, worms, bugs, non-authorized human intervention or other causes which, in the sole opinion of the Sponsors, corrupt or impair the administration, security, fairness or proper play, or submission of Entries, Sponsors reserve the right at its sole discretion to suspend, modify or terminate the Campaign and, if terminated, at its discretion, select the potential winner from all eligible, non-suspect Entries received prior to action taken using the judging procedure outlined above. CAUTION: ANY ATTEMPT TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CAMPAIGN MAY BE IN VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY



SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW, INCLUDING CRIMINAL PROSECUTION.

8. ARBITRATION

Except where prohibited by law, as a condition of participating in this Campaign, participant agrees that (1) any and all disputes and causes of action arising out of or connected with this Campaign, or any prizes awarded, shall be resolved individually, without resort to any form of class action, and exclusively by final and binding arbitration under the rules of the American Arbitration Association and held at the AAA regional office nearest the participant; (2) the Federal Arbitration Act shall govern the interpretation, enforcement and all proceedings at such arbitration; and (3) judgment upon such arbitration award may be entered in any court having jurisdiction. Under no circumstances will participant be permitted to obtain awards for, and participant hereby waives all rights to claim, punitive, incidental or consequential damages, or any other damages, including attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with participating in this Campaign), and participant further waives all rights to have damages multiplied or increased.

9. ADMINISTRATION

All decisions of TerraCycle and Garnier Fructis and the judges regarding the selection of organizations to receive funding and all other aspects of the Garnier Green Garden Campaign shall be final and binding in all respects. TerraCycle and Garnier Fructis will not be responsible for typographical or printing or other errors, administration of the Campaign, the announcement of selected organizations or other inadvertent errors in these Terms and Conditions or in other materials relating to the Campaign.

SPONSORS: TerraCycle, 121 New York Avenue, Trenton NJ 08638
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