



The Little Gardener Competition

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.

THIS CONTEST IS INTENDED FOR ENTRY IN AUSTRALIA ONLY AND WILL BE GOVERNED BY AUSTRALIAN LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN AUSTRALIA AT THE TIME OF ENTRY.

1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF AUSTRALIA, 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle Australia Pty Ltd ("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 Little Gardener Competition ("Promotion") is open to TerraCycle participants that are pre-schools, primary schools and high schools ("Schools") as defined by their profile on www.terracycle.com.au.

All schools are eligible to join by signing up for a TerraCycle account at www.terracycle.com.au/en-AU/account/sign_up.

2. PROMOTIONAL PERIOD: The Promotion will run from 11 August 2017 at 3:00:00pm AEST to 1 December 2017 at 11:59:59pm AEDT. Participating Recycling Programs and timelines to receive bonus points will be displayed on www.terracycle.com.au/en-AU/contests/the-little-gardener-competition ("Promotion Webpage").



3. CONTEST ENTRY GUIDELINES: Schools who join the Kids Pouch & Snack Recycling Program at www.terracycle.com.au/en-AU/brigades/whole-kids-brigade during the promotional period will receive one (1) entry into a draw to win a recycled garden bed (value: \$1,000 AUD).

All schools will receive one (1) entry into the draw per shipment of accepted waste received and checked into their TerraCycle account for the Kids Pouch & Snack Recycling Program during the Promotional Period that weighs over 1kg.

4. PRIZE: One school will be selected from a draw on 6 December 2017 (11:00am AEDT) at 305/4-14 Buckingham Street, Surry Hills NSW 2010. This school will receive one (1) recycled garden bed. On 6 December 2017, an employee at TerraCycle Australia Pty Ltd will contact this school via email. The school will be asked to confirm their mailing address and accept the recycled garden bed.

The school must acknowledge the email they received by directly responding or calling TerraCycle Australia Customer Support (1800 983 324). If a valid response to the initial email is not received by 6 March 2018, TerraCycle Australia Pty Ltd. will contact the Office of Liquor, Gaming and Racing to request a redraw.

After the school receives their prize, their win of The Little Gardener Competition will be publically announced via social media and electronic direct mail. TerraCycle Australia Pty Ltd will also pitch a story to media in the school's area. Beforehand, TerraCycle Australia Pty Ltd will contact the school by email and ask them to send a photo of students, teachers or both with the recycled garden bed. TerraCycle Australia Pty Ltd will also ask for permission to publish the photo. If the school permits this, the photo will be included in all public announcements, including media stores that may be published.

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 school. Any and all federal, state and local taxes are the sole responsibility of the winners.

The recycled garden bed will be delivered to the winning school in February 2018 if the winning school claims the prize by 31 January 2017. TerraCycle Australia Pty Ltd cannot guarantee delivery time for a claim made at other time.



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.

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.



6. **PRIVACY:** Sponsor will be collecting personal data about entrants online, in accordance with their respective privacy policies. Please review the Sponsor's respective privacy policies at www.terracycle.com.au. 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 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-authorised 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 utilised 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 unauthorised use of this Website. In case of dispute, the authorised 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 authorised 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



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8. SPONSOR: TerraCycle Australia Pty Ltd, 305/4-14 Buckingham Street, Surry Hills NSW 2010.