

**The Create a Garden of Goodness Contest
Official Rules**

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING. CONTEST MAY ONLY BE ENTERED IN OR FROM ALL CANADIAN PROVINCES AND TERRITORIES. THIS CONTEST IS GOVERNED EXCLUSIVELY BY THE LAWS OF CANADA.

SPONSOR RESERVES THE RIGHT TO CHANGE THESE RULES AT ANY TIME IN ITS SOLE DISCRETION, AND RETAINS THE RIGHT OF FINAL DECISION IN ALL MATTERS PERTAINING TO THE CONTEST.

1. ELIGIBILITY.

The **Create a Garden of Goodness (“Contest”)** is open to Canadian residents, who are 18 years and older (the **“Eligibility Criteria”**) and who are registered in the Babybel® Recycling Program (**“Babybel Program”**).

All members of the Babybel Program are automatically entered into the Contest if they are an **“Active”** member of the Babybel Program according to their profile on www.terracycle.ca (**“Sponsor Website”**). Members that have been deleted or are wait-listed to join the Babybel Program are not Active members. If you are not registered in the Babybel Program, you will need to first complete your profile on the Sponsor’s website to participate in the Contest. Representatives of an Organization (**“Organization Representatives”**) may enroll an organization in the Babybel Program (**“Participating Organization”**) at no charge at www.terracycle.ca/brigades, provided that such representatives meet the Eligibility Criteria referred to above. By registering an organization in the Babybel Program, Organization Representatives represent and warrant that they have authority on behalf of the organization to enroll the organization in the Babybel Program and agree to facilitate communications between Sponsor and the Participating Organization in the event the Participating Organization is a winner in this Contest. For the purpose of these Official Rules, **“Participant”** means: (i) active members of the Babybel Program during the Contest Period (as defined in section 3 below) who meet the Eligibility Criteria; and (ii) Participating Organizations who have been enrolled in accordance with the above.

Employees, officers and directors of TerraCycle Canada ULC (**“Sponsor”**), Bel Cheese Canada inc. (**“Promotion Partner”**), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Contest materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to participate as Participant, Organization Representative or to win a Prize. By participating in the Babybel Program and in this Contest, Participants and Organization Representatives agree to these Official Rules and to the decisions of the Sponsor, which are final and binding in all

respects. Void outside of the Canada and where prohibited. All provincial, state and local laws and regulations apply.

2. HOW TO PARTICIPATE

The goal of the Contest is for a Participant to earn the most credits for the Babybel Program during the Contest Period (as defined in [Section 3](#)).

Recycling Credits are earned when Participants send accepted Babybel packaging into TerraCycle through the Babybel Program. To recycle, Participants must log on to their TerraCycle account, download a free shipping label from the Babybel Program, print the shipping label, affix the printed pre-paid shipping label to any box or package desired and then ship it to TerraCycle. The package must be post marked during the Contest Period and received at TerraCycle's facilities before August 9, 2021 in order to count towards the Contest. One (1) Unit is defined as 4.5 grams of used post-consumer Babybel packaging. Units must consist of *post-consumer* Babybel packaging, meaning that packaging purchased new and submitted for the sole purpose of earning credits in the Contest 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 Unit will earn five (5) Recycling Credits for the Participant.**

Garden Credits are earned when a voter votes for a Participant (each, a "**Vote**," and collectively, "**Votes**"). During the Contest Period, Participants may invite their network to vote for them to obtain Garden Credits. Voters must be resident of Canada and be at least 18 years of age to be entitled to participate. Votes can be cast at www.terracycle.com/babybel-garden-2021-en-ca ("**Contest Website**"). **Limit one Vote per person** (as identified by the "authorized subscriber" of the email account used for the Vote) **per day**. Email addresses entered are subject to end-user validation (voters will be asked to click on a link received at their email address). Email addresses will only need to be validated once during the Contest Period in order for all subsequent Votes to be counted. **Each Vote will earn one (1) Garden Credit for the Participant.**

Recycling Credits and Garden Credits are collectively designated as "Credits".

To enter the Contest without making a purchase ("Entry Email"), you will need to meet the Eligibility Criteria referred to in section 1 above, create your profile on the Sponsor Website and register in the Babybel Program. You may then write an email of at least a fifty (50) words explaining why you would like to win the prize offered. The Entry Email must contain your last name, first name, complete address including postal code, telephone number including area code, email address and age. By clicking "SEND" you are in effect signing your Entry Email. Your Entry Email should be sent to babybelcontest@terracycle.com during the Contest Period. After it is received, your Entry Email will be validated by the Sponsor; and, if valid, you will obtain one (1) Recycling Credit in the Contest. **Limit of one (1) Entry Email per Participant per day.**

All Participants must have a valid email address. No automated entry devices, bots and/or programs permitted. All Votes and packaging become the sole and exclusive property of the Sponsor and receipt of Votes will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled Votes or packaging, or for problems of any kind whether mechanical, human or electronic. Only fully completed Voting forms will be considered. Proof of submission will not be deemed to be proof of receipt by Sponsor.

3. START/END DATES.

Contest begins at 9:00 AM Eastern Time on May 3, 2021 and ends at 11:59:59 PM Eastern Time on August 2, 2021 (“**Contest Period**”).

4. DETERMINING WINNERS.

All Participants will have their Recycling Credits and Garden Credits tallied for the Contest.

On August 16, 2021, at Sponsor’s office located in Toronto, Sponsor will determine the top two (2) Participants that received the most Credits. These two (2) participants will be eligible winners provided that they correctly answer a mathematical skill-testing question and return the Affidavit of Eligibility and Release within the set deadline. In the event of a tie, the Participant that earned the most Recycling Credits during the Contest Period will determine the winner of the Prize.

The chances of winning will depend on the number of Participants enrolled in the Contest and the number of Credits accumulated by each Participants.

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 PARTICIPANTS.

5. PRIZES.

The Contest Prizes consist of two (2) Grand Prizes.

- **Grand Prize:** The Grand Prize winners will each receive a recycled garden bundle made from recycled waste (each a “Prize”) to be placed at a location designated by the winning Participant. The location must meet requirements outlined in the Affidavit of Eligibility release, see Exhibit A. The approximate retail value for the Prize is \$12,192 CAD per garden bundle.

Total approximate retail value of all Prizes combined: \$24,384 CAD. Fulfillment and shipping of Prizes is not included in total value of Prize. Winners will be responsible for any permits, licenses, and/or any other fees or other costs related to the preparation for or installation of

the Prize. Each Prize may include one (1) bird feeding table, two (2) flower planters, two (2) planter boxes, two (2) bird nest boxes, and one (1) composter bin.

EACH PRIZE IS AWARDED WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR OR PROMOTION PARTNER. Winners may not substitute, or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Winners will be solely responsible for all local taxes, and for any other fees or costs associated with the Prizes they received. Unclaimed Prizes will not be awarded.

6. NOTIFICATION AND ACCEPTANCE.

On August 16, 2021, the two Potential Winners will be notified by email, mail and/or phone. In the event that a potential winner is a Participating Organization, Sponsor will contact an Organization Representative who will have to comply with the present rules for the Participating Organization to be declared a winner.

Potential winner must agree to accept the Prize as described herein. In order to be declared winners, Potential winners will be required to execute and return a Declaration of Eligibility and Release and provide the correct answer to the mathematical skill-testing question posed therein, within five (5) calendar days of prize notification. If any of the Potential Winners cannot be contacted within five (5) calendar days of first notification attempt, or the Declaration of Eligibility and Release is not returned within the set deadline, if any prize or prize notification is returned as undeliverable, if any Potential Winners rejects his/her prize, cannot accept the Prize within thirty (30) days of notification, is unable to provide evidence of having acquired all the necessary permits, authorizations or licenses within thirty (30) days of notification, or in the event of noncompliance with these Official rules, such Prize will be forfeited and may be awarded to the Participant with the next highest number of Credits, at Sponsor's sole discretion. Upon prize forfeiture, no compensation will be given. Following acceptance by a winner, Sponsor will (via email) clarify how the winner will receive the prize (i.e. shipping instructions) and the amount of time for expected delivery (allow for approximately 6-8 weeks).

If a potential Winner chooses to do so, it can accept the Prize above but donate it to a non-profit organization located in Canada ("Donation Recipient") that can accept the Prize on its property. In such event, Potential Winner must confirm the location and all relevant details of the Donation Recipient to allow for Sponsor to make appropriate delivery arrangements. The Potential Winner will nevertheless be required to execute and return the Affidavit of Eligibility and Release within the set deadline and the Donation Recipient will also need to execute and return a Release within the same deadline, failure of which, the Prize might be forfeited and no compensation will be given.

By accepting a Prize, each Potential Winner and, if applicable, Donation Recipient irrevocably grant the Sponsor, Promotion Partner and their successors, assigns, and licensees, the right to use the name of the Participant/ Donation Recipient and photos of the Participant/ Donation

Recipient in any and all media for any purpose, including without limitation, any advertising and promotion purposes, and hereby releases the Sponsor Promotion Partner and their successors, assigns, and licensees from any liability with respect thereto.

7. CONDITIONS.

Participation in the Contest and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name or Participating Organization's name, address (province and territory), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating or attempting to participate, Participants, Organization Representatives, voters and other participants agree to release and hold harmless Sponsor, Promotion Partner and their advertising and promotion agencies and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, "**Released Entities**"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Contest, or possession, acceptance and/or use or misuse of Prize or participation in any Contest-related activity and for any claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property-related cause of action. Participants or voters who do not comply with these Official Rules, or attempt to interfere with this Contest in any way shall be disqualified. Sponsor is not responsible if Contest 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. Sponsor, in its sole discretion, reserves the right to terminate, suspend, modify or delay the Contest. Should any of these actions occur, Sponsor may determine a winner from among all eligible Participants, based upon the Credits received for eligible Participants as of the date of the applicable action.

8. RESIDENTS OF QUEBEC

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any litigation respecting the awarding of a prize may be submitted to the board only for the purpose of helping the parties reach a settlement.

9. ADDITIONAL TERMS.

Any attempted form of entry other than as set forth in these Official Rules is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled,

jumbled or delayed computer transmissions which may limit one's ability to enter the Contest or submit a Vote, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Contest, submitting a Vote or downloading any materials in this Contest.

Sponsor reserves the right, at its sole discretion, to disqualify any individual or organization it finds, in its sole discretion, to be tampering with the entry process or the operation of the Contest or Contest Website. Sponsor may prohibit any individual or organization from participating in the Contest or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Contest by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other participants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY A PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

Individuals or organizations who engage in unsportsmanlike, disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Contest, or obtain winner status using fraudulent means, in Sponsor's sole discretion, will be disqualified. Sponsor will interpret these Official Rules and resolve any disputes, conflicting claims or ambiguities concerning the Official Rules or the Contest and the Sponsor's decisions concerning such disputes shall be final. Sponsor, in its sole discretion, reserves the right to change the Vote counts in the event of fraud, computer or technical issues.

In the event of a dispute as to any Vote, the authorized account holder of the email address used to register will be deemed the voter and must comply with these Official Rules. The "**authorized account holder**" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Each Participant or voter may be required to show proof of being an authorized account holder.

10. LIMITATION OF LIABILITY; DISCLAIMER OF WARRANTIES.

IN NO EVENT WILL THE RELEASED ENTITIES 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 SITE AND/OR FROM DOWNLOADING AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE CONTEST. WITHOUT LIMITING THE FOREGOING, THIS CONTEST AND ALL PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.

11. DISPUTES; GOVERNING LAW.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. The parties irrevocably submit and consent to the exclusive jurisdiction and venue of the courts located in or closest to the city of Toronto in the province of Ontario. The parties agree not to raise the defense of forum non conveniens.

12. USE OF PERSONAL INFORMATION.

For this Contest, Sponsor will be collecting the following participants' personal information: name, email, address, phone number. The following personal information may also be collected regarding each winner for advertising and promotional purposes: photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Contest or Sponsor.

Personal information collected for the Contest will only be used by employees' Sponsor in charge to administer this Contest and for advertising and promotional purposes as mentioned in this document. The list of winners including names may be disclosed as mentioned in section 12 of this document. No other use and no disclosure of personal information will be made unless the Sponsor obtains explicit consent from entrants.

Personal information collected will be retained in our servers in the U.S.A. Your personal information may be stored and processed in any country where we have facilities or in which we engage third party service providers. As a result, your personal information may be transferred to countries outside your country of residence, which may have different data protection rules than in your country. While such information is outside of your country, it is subject to the laws of the country in which it is located, and may be subject to disclosure to the governments, courts or law enforcement or regulatory agencies of such other country, pursuant to the laws of such country.

To exercise your right of access or rectification or if you have any further question with regard to the processing of your personal information for this Contest, please write to: privacy@terracycle.com.

13. LIST OF WINNERS.

To obtain a list of winners, send a self-addressed, stamped envelope by August 23, 2021 to: Winners List for Create a Garden of Goodness, TerraCycle Canada ULC, c/o TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638, USA .

14. SPONSOR.

TerraCycle Canada ULC, 69 Wingold, Suite 104, Toronto, ON M6B 1P8.

EXHIBIT A

FORM OF AFFIDAVIT OF ELIGIBILITY AND RELEASE

Please Type or Print Clearly:

I, (please print name) _____, [on behalf of Participating Organization], being duly sworn, state I am at least 18 years of age or older and a legal resident of Canada.

(Street Address)

(City/Province/Postal Code)

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 [my or Participating Organization] eligibility to participate in the Create a Garden of Goodness Contest (the “Contest”) and be awarded a garden bundle which includes one (1) bird feeding table, two (2) flower planters, two (2) planter boxes, two (2) bird nest boxes, and one (1) composter bin (the “Prize”).

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

1. [Contest Winner] has complied with and will comply with all the rules, regulations and limitations of the Contest (as detailed in “Create a Garden of Goodness Contest” Official Rules) and has perpetrated no fraud or deception in entering or participating in the Contest;
2. I will obtain any local permits needed for the installation of the Prize prior to the delivery of the Prize and will provide a copy to TerraCycle;

3. [I or the Participating Organization] has a plot of land that is flat and has been determined by us to be an acceptable location to place Prize including but not limited, to the fact that the location is safe, free of hazards, both physical and chemical, and generally able to support Prize. Plot of land must be 3 square meters in size to allow for all garden components to be utilized; and
4. [I or Participating Organization] will be solely responsible for the maintenance and upkeep of the Prize.
5. [I, or Participating Organization] acknowledges and hereby agrees that if it cannot accept the Prize within thirty (30) days of notification that they have been awarded the Prize, including showing proof of all required permits, the Prize may be forfeited, at the sole discretion of TerraCycle, and may be transferred to the next-in-line winner. Failure to provide organization name, full delivery address, contact name, phone number, email address, and special instructions for delivery within the thirty (30) day window will also result in Prize forfeiture to the next-in-line winner.

By participating in the Contest and accepting the Prize, [I or the Participating Organization], 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 Canada ULC and Bel Cheese Canada inc. 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 Contest, including without limitation, any risks, injury, costs or claims relating to the Contest 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 [myself or the Participating Organization] or its employees, affiliates, representatives or agents.

TerraCycle Canada ULC and Bel Cheese Canada Inc. expressly disclaim any warranties associated with the Prize, 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.

[I or the Participating Organization agree(s)] that all taxes in any way associated with the Prize it has won are its responsibility.

I [myself and on behalf of the Participating Organization] hereby grant permission, where legal, for the use of [my (our)] name, province, territory and/or photograph for advertising and

promotional purposes in conjunction with the Contest and similar promotions without compensation.

Sworn to and subscribed before me this

[Name]

____ day of _____, 2021.

By: _____
Notary Public

By: _____
Title: _____
