TerraCycle Inc.
121 New York Avenue
Trenton, NJ 08638 USA

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

#OpenFarmRecycles

Open Farm® Pet Photo Contest

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 THE 50 UNITED STATES, D.C, AND CANADA AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES OR CANADA AT THE TIME OF ENTRY.

1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES, DISTRICT OF COLUMBIA ("D.C.") AND CANADA, 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), Open Farm Inc. and each of 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 Open Farm® Pet Photo contest is open to all.

2. ENTRY PERIOD: The Open Farm® Pet Photo Contest will begin on April 1st, 2017 at 9:00am EST and run until 12:00am EST on April 30th, 2017**.** Winners will be announced on or around May 15th, 2017.

3. CONTEST ENTRY GUIDELINES: Entrants should upload a photo of their dog or cat helping them recycle on Instagram and use the hashtag #openfarmrecycles (Contest Hashtag).

4. ENTRY REQUIREMENTS: The Entry must be an original picture taken by the entrant. No

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stock photos can be used. Any Entry, which in the sole opinion of Sponsor is deemed to be inappropriate for publication will be deemed ineligible. Once an Entry is submitted it cannot be changed, altered or modified. Each Entry (a) must be the original and sole creation of, and all right, title and interest including, but not limited to, the copyright in the Entry, must be owned solely by, the entrant (b) may not contain any nudity or any inappropriate images as solely determined by the Sponsor, (c) may not have been submitted in any other competition, (d) may not have been published, including postings on the World Wide Web, prior to its submission in this contest, (e) may not infringe upon any third party's rights, including but not limited to copyright, patent or trademarks/tradenames/logos, or rights of privacy or publicity, or contain material that is or may be considered defamatory, slanderous or libelous, or portray any entity or person in a false light; (f) may not violate any law, rule or regulation; and (g) must not depict any individual that has not granted permission to appear in the Entry. Each entrant warrants and represents that his/her Entry complies with the conditions set forth in clauses (a) through (g) above. Non-complying Entries will be subject to disqualification. Each Entry must not contain the trademark, trade name or logo of any third party (but may contain the trademark, trade name or logo of the Sponsor) and cannot contain any material that is protected by copyright.

4. PRIZE: One Grand Prize winner will be rewarded with a 6-month supply of Open Farm (equivalent to 6-12 lbs bags, approx. retail value $270 USD or $317.94 CAD). One First Runner-Up will be rewarded with a 3-month supply of Open Farm (equivalent to 3-12 lbs bags, approx. retail value $135 USD or $158.97 CAD). One Second Runner-Ups will be rewarded with a 1-month supply of Open Farm (equivalent to 1-12 lbs bags, approx. retail value $45 USD or $52.99 CAD). Total ARV of all rizes is $450 USD or $529.90 CAD.

Winners will be notified by TerraCycle on or before May 15th, 2017. Winners will need to provide their shipping address by May 30th, 2017 or the prize will be forfeited in its entirety. Prizes will automatically ship to the address submitted with the Entry. Any prizes returned as undeliverable will be awarded to an alternate winner. 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 (agree (a) that each of Sponsor, Open Farm, Inc. and each of their respective parents, subsidiaries and affiliated companies 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

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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 , by entering, except where legally prohibited, grant permission for Sponsor, Open Farm Inc. and each of their respective parents, subsidiaries and affiliated companies (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 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 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 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 grants Sponsor and Open Farm Inc., Inc. a perpetual, worldwide, irrevocable, assignable, sublicensable, royalty-free and fully paid-up license to the Entry and Sponsor, Open Farm, Inc. 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

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similar or analogous rights under the applicable laws of any country of the world. 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 shall irrevocably and exclusively grant and assign to Sponsor (or, if any applicable law prohibits or restricts such assignment, winner 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 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 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 and Open Farm, Inc will be collecting personal data about entrants online, in accordance with their respective privacy policies. Please review the respective privacy policies at www.terracycle.com and www.openfarmpet.com. By participating in the Contest, entrants hereby agree to Sponsor's and Open Farm Inc. collection and usage of their personal information and acknowledge that they have read and accepted the privacy policies.

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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. 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 Contest or downloading materials from or use of the Website. Should any portion of the Contest be, in Sponsor' 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. 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 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-

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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 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: "Open Farm Recycling " Winners List, TerraCycle, Inc. 21 New York Avenue, Trenton, NJ, 08638 for receipt by May 15, 2018.

9. SPONSOR: TerraCycle, Inc., 121 New York Avenue, Trenton, NJ 08638. The contest is in no way sponsored, endorsed or administered by, or associated with, Instagram. You understand that you are providing your information to TerraCycle, Inc. and not to Instagram. The information you provide will only be used in the event you are selected as a contest winner or if you have indicated that you would like to receive additional information from Sponsor.