



Ship 'n' Win Contest Rules

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 NEW ZEALAND. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN NEW ZEALAND AT THE TIME OF ENTRY.

1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF NEW ZEALAND, 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), their respective parents, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, web masters/suppliers (and their 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 Ship 'n' Win contest ("Promotion") is open to participants in the NESCAFÉ Dolce Gusto Capsule Recycling Programme ("Participants"). All Participants are automatically enrolled if they are a confirmed and active (not on a waitlist) in this Participating Recycling Program ("Recycling Program") according to their profile on www.terracycle.co.nz.

2. PROMOTIONAL PERIOD: The Promotion will run from August 4th, 2017 at 9:00am NZST to November 3rd, 2017 at 7:00pm NZDT. Information on the Promotion will be displayed on <http://www.terracycle.co.nz/en-NZ/contests/ship-n-win> ("Promotion Webpage").

3. CONTEST ENTRY GUIDELINES: The goal of the Promotion is for Participants to collect as many used NESCAFÉ Dolce Gusto capsules as possible and send it to TerraCycle as part of the NESCAFÉ Dolce Gusto Capsule Recycling Programme during the Promotion Period. Shipments can be cumulative to equal a total weight at the end of the promotion. In order to gain entry into the contest, the shipment must be checked into the participant's account on www.terracycle.co.nz.



4. **TO ENTER:** Participants meeting the above described conditions (1a) are automatically enrolled in the Promotion. To compete in contest the Participant must send a shipment of used NESCAFÉ Dolce Gusto capsules to TerraCycle. This constitutes as a single Entry ("Entry") to the contest.

5. **PRIZE:** The participant who sends the most waste (this is cumulative across the contest period and is calculated as total weight shipped) will win a new NESCAFÉ Dolce Gusto MINI ME Black machine and 9 boxes of capsules of their choice. The next top five shippers (by total weight) will win 9 boxes of capsules each.

If the winner cannot accept the prize as stated, the prize may be forfeited in its entirety. 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 person/email address/household. Any and all federal, state and local taxes are the sole responsibility of the winners.

6. **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. Potential winners (and winners' parents/legal guardians if winners are minors) will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful a Publicity Release within seven (7) days of prize notification. If Affidavit/Release is not received by the date stated on the notification, or if any potential 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.

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.

7. **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.co.nz. 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.

8. **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-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. 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 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-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 New Zealand, without giving effect to any choice of law or conflict of law rules. By entering, entrants consent to the jurisdiction and venue of the courts located in Auckland, New Zealand.

9. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: " **Ship 'n' Win contest** Suite 305/4-14 Buckingham St, Surry Hills, NSW 2010, Australia

10. SPONSOR: TerraCycle, Australia & New Zealand, 305/4-14 Buckingham St, Surry Hills NSW 2010 Australia