



“RECYCLE, SAVE AND IMPACT A COMMUNITY PROMOTION” OFFICIAL RULES

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO PARTICIPATE. THIS PROMOTION IS INTENDED FOR ALL PARTICIPANTS WITHIN THE FORTY-EIGHT CONTIGUOUS UNITED STATES AND WASHINGTON DC. THIS PROMOTION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.

1. ELIGIBILITY: The “Recycle, Save and Impact a Community Promotion” (“**Promotion**”) is open to all participants within the forty-eight contiguous United States and Washington DC who are not signed up for the Bimbo Bakeries USA Bag Recycling Program on TerraCycle.com as of February 8, 2021. (“**Participants**”). By participating, Participants agree to these Official Rules, the decisions of the Sponsor and/or its independent judging agency, which are final and binding in all respects. Void in Alaska, Hawaii and where prohibited. All Participants may sign up and participate in the Promotion at no charge at www.terracycle.com/bbushoprite2021 as further set out in paragraph 3 below.

2. PROMOTION PERIOD: Promotion will run from February 8, 2021 at 12:00 AM Eastern Time (“**EST**”) to April 3, 2021 at 11:59 PM EST (the “**Promotion Period**”).

3. PROMOTION PARAMETERS: All Participants that sign-up for the Bimbo Bakeries USA Bag Recycling Program on TerraCycle.com during the Promotion Period (“**Sign-Up(s)**”) will receive a \$1 discount coupon for applicable Bimbo Bakeries USA (“**BBU**”) products via email, no later than seven (7) days after they Sign-Up. The goal of the Promotion is to incentivize new Sign-Ups in the Bimbo Bakeries USA Bag Recycling Program.

Sending in waste for recycling through the BBU Bag Recycling Program is not necessary to receive the \$1 discount coupon to applicable BBU products via email. Participants can scan a QR code printed on promotional displays in participating “ShopRite” stores, where they will be redirected to a promotional web page at www.terracycle.com/bbushoprite2021 to learn more about Promotion details and sign up. Entrants can also access the Promotion web page directly from TerraCycle.com.

LIMIT ONE (1) “NEW SIGN-UP” PER PARTICIPANT (AS IDENTIFIED BY THE “AUTHORIZED SUBSCRIBER” OF THE EMAIL ACCOUNT USED FOR THE SIGN UP) DURING THE ENTIRE PROMOTION PERIOD. EMAIL ADDRESSES ENTERED MAY BE SUBJECT TO END-USER VALIDATION. To be eligible for the Promotion, all Sign-Ups to the BBU Bag Recycling Program must be submitted on www.terracycle.com by April 3, 2021 at 11:59 PM EST to be considered.

4. NOTIFICATION: All Participants will receive a \$1 discount coupon for BBU products via email (noting the limit of one “new sign up” per person valid during the entire Promotion Period), no later than seven (7) days after they Sign-Up.

5. GENERAL RELEASES: Participants agree: (a) that each of Sponsor, BBU, and Shop Rite, and each of their respective parents, subsidiaries, affiliated companies and members, 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 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 participation in the Promotion. Coupons are subject to certain terms and conditions as specified by BBU. The total value of a coupon must be redeemed at one (1) transaction. Any unused balance will not be awarded. Coupons must be surrendered at time of redemption. Coupons expire on date specified on each coupon. Coupons may not be used online or in conjunction with any other offer or discount. Valid only in the U.S.A. and are void where prohibited.

6. PRIVACY: By participating in the Promotion, Participants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s privacy policy which can be found at <https://www.terracycle.com/en-US/pages/terms-of-use>. By entering the Promotion, each participant irrevocably grants the Sponsor, BBU, ShopRite and its member stores and their successors, assigns, and licensees, the right to use the name of the participant and photos of the participant in any and all media for any purpose, including without limitation, any advertising and promotion purposes, and hereby releases the Sponsor from any liability with respect thereto.

7. LIABILITY LIMITATIONS AND DISPUTES: Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered Sign Ups; 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 Sign Ups or other information or the failure to capture, or loss of, any such information.

Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other Participants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. ANY USE OF ROBOTIC, AUTOMATIC, MACRO, PROGRAMMED OR LIKE METHODS OF SIGNING UP WILL VOID ALL SIGN-UPS BY SUCH METHODS, AND DISQUALIFY ANY ENTRANT FOR WHICH SUCH SIGN-UPS ARE CAST. Releasees and their respective agencies shall not be responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in this Promotion or downloading materials from or use of the Promotion Webpage.

Should any portion of the Promotion 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, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion. 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 Promotion, 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 the Promotion Webpage.

In case of dispute, the authorized subscriber of the e-mail account used to participate will be deemed to be the participant, 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, Participants 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 Promotion, shall be determined on an individual basis without resort to any class action status, and 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, Participants consent to the jurisdiction and venue of the federal, state and local courts located in Trenton, NJ.

8. SPONSOR ADDRESS: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.