



Holiday Recycling Contest: Eva NYC

Official 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 SWEEPSTAKES MAY ONLY BE ENTERED IN OR FROM THE 48 CONTIGUOUS UNITED STATES AND D.C. ONLY. THIS SWEEPSTAKES IS GOVERNED EXCLUSIVELY BY U.S. LAW.

1. **ELIGIBILITY:** The [Eva NYC Holiday Recycling Contest] ("Sweepstakes") is ONLY open to those individuals ("Participants") who are 18 (eighteen) years of age or older as of the date of entry and who are legal residents of the 48 contiguous United States or District of Columbia ("Eligible Region").

Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), [Eva NYC] ("Promotion Partner"), and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Sweepstakes 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. By participating, Participants agree to these Official Rules, the decisions of the Sponsor, which are final and binding in all respects. Void outside of the Eligible Regions and where prohibited. All federal, state and local laws and regulations apply.

1a. **Specific Eligibility:** [Eva NYC Holiday Recycling Contest] ("Sweepstakes") is open to members of the Eva NYC Recycling Program & Eva NYC Aerosol Recycling Program ("Participating Recycling Programs"). All members are automatically enrolled if they are a confirmed and active in the Participating Recycling Programs according to their profile on www.terracycle.com. You may sign up for the Participating Recycling Programs at no charge at <https://www.terracycle.com/eva-nyc> or <https://www.terracycle.com/eva-nyc-aerosol>

2. **PROMOTIONAL PERIOD:** The Sweepstakes will run from November, 1st, 2021 at 6:00am EST to December, 31st, 2021 11:59pm EST ("Sweepstakes Timeline").

3. **WINNER'S ANNOUNCED:** Winners will be announced by January 15th, 2022 via email.

4. **HOW TO ENTER :** Participants meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Sweepstakes. The goal of the Sweepstakes is for the



Participants within the Participating Programs to collect and recycle the accepted waste for the Participating Programs. Shipments of all sizes and weights are eligible for this promotion.

5. DETERMINING WINNERS: Each participant who sends in a qualifying shipment during the promotion period will earn one hundred (100) TerraCycle points. In addition, four (4) randomly-selected shippers will receive a product bundle from Eva NYC. Total ARV of prizes is \$52. Each TerraCycle point can be redeemed for payment of \$0.01 per point to the non-profit organization of your choice. For more information visit www.terracycle.com/en-US/about-terracycle/points.

Winners have fourteen (14) days to respond to notification of reward with non-PO Box shipping address. If winner does not respond to Sponsor communication within the time allotted, the prize may be forfeited in its entirety. If the winner cannot accept the prize as stated, the prize may be forfeited in its entirety. 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. PRIZES: Four (4) randomly selected Participants who send in qualifying shipments during the Sweepstakes Timeline will receive Eva NYC featured product. The number of shipment sent in by a Participant will not increase chances of winning.

7. GENERAL CONDITIONS: Participation in Sweepstakes and/or acceptance of prize constitutes each winner's permission for Sponsor to use his/her name address (city and state), likeness, photograph, picture, portrait, voice, biographical information, and/or any statements made by each winner regarding the Sweepstakes or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. By participating, 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 Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-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 who do not comply with these Official Rules, or attempt to interfere with this Sweepstakes in any way shall be disqualified. Sponsor is not responsible if Sweepstakes 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.

8. 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 Sweepstakes, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Sweepstakes. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Sweepstakes should (in its sole discretion) virus, bugs, non-authorized human intervention, fraud, epidemics or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes. In such case, Sponsor will select the winners from all eligible entries received prior to and/or after (if appropriate) the action taken by Sponsor.

Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds, in its sole discretion, to be tampering with the entry process or the operation of the Sweepstakes or Sweepstakes Website. Sponsor may prohibit any individual from participating in the Sweepstakes or winning a prize if, in its sole discretion, it determines that said participant is attempting to undermine the legitimate operation of the Sweepstakes 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 AN PARTICIPANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES 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 who engage in disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Sweepstakes, 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 Sweepstakes and the Sponsor's decisions concerning such disputes shall be final.

9. 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 SWEEPSTAKES. WITHOUT LIMITING THE FOREGOING, THIS SWEEPSTAKES 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.

Participant(s) (and Participant's legal guardian, if applicable) 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 Sweepstakes or related activity and the use of the Entry submitted, and (b) entrants (and Participant's legal guardian, if applicable), 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 Participant's legal guardian, if applicable) 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 Participant's legal guardian, if applicable) 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 legal guardian, if applicable) 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' legal guardians, if applicable) 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.

10. DISPUTES; GOVERNING LAW. The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Sweepstakes. Any controversy or claim arising out of or relating to these Official Rules and/or the Sweepstakes shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the State of New Jersey, City of Trenton.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW JERSEY WITHOUT REGARD TO ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Sweepstakes, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to the city of Trenton in the State of New Jersey. The parties agree not to raise the defense of forum non conveniens.

11. USE OF DATA. Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at <https://www.terracycle.com/en-US/pages/privacy-policy>. By participating in the Sweepstakes, entrants hereby agree to Sponsor's collection and usage of their personal information and acknowledge that they have read and accepted Sponsor's privacy policy.

12. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: "Eva NYC Holiday Recycling Contest" Winners List, TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ, 08638 for receipt by January 15th, 2021.

13. SPONSOR: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.

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