



# VTech® & LeapFrog® Ship & Win 2022-2023 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 CONTEST MAY ONLY BE ENTERED IN OR FROM THE 48 CONTIGUOUS UNITED STATES AND D.C. ONLY. THIS CONTEST IS GOVERNED EXCLUSIVELY BY U.S. LAW.

**1. ELIGIBILITY:** OPEN ONLY TO LEGAL RESIDENTS OF THE 48 CONTIGUOUS UNITED STATES OR DISTRICT OF COLUMBIA ("D.C."), 18 YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. Employees, officers and directors of TerraCycle US LLC ("Sponsor"), its parent, subsidiaries, and affiliated companies, advertising, promotion, or production agencies, webmasters/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, 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:** VTech® and LeapFrog® Ship & Win 2022-2023 ("Sweepstakes") is open to members of the VTech® and LeapFrog® Toys Free Recycling Program ("Participating Recycling Program"). All members are automatically enrolled if they are confirmed and active in the Participating Recycling Program according to their profile on [www.terracycle.com](http://www.terracycle.com). You may sign up for the Participating Recycling Program at no charge at <https://www.terracycle.com/en-US/brigades/vtech-leapfrog>.

**2. PROMOTIONAL PERIOD:** The Sweepstakes will run from November 1<sup>st</sup>, 2022 at 6:00 am PT to January 31<sup>st</sup> 2023, at 11:59 pm PT ("Sweepstakes Promotion Period"). A Bonus Promotion will run from November 25<sup>th</sup>, 2022 at 6:00 am PT to November 28<sup>th</sup>, 2022 at 11:59 pm PT ("Bonus Promotion Period").

**3. SWEEPSTAKES ENTRY GUIDELINES:** Eligible Recycling Collectors meeting the above described conditions (1a) are automatically enrolled in the Sweepstakes. To compete in the incentive program the Eligible Recycling Location must ship accepted packaging waste to TerraCycle through the Participating Recycling Program during the Promotion Period. All members are automatically enrolled if they are confirmed and active in the Participating



Recycling Program according to their profile on [www.terracycle.com](http://www.terracycle.com). For each qualifying shipment received through the Participating Recycling Program, the participant will receive one (1) entry ("Entry") into the Sweepstakes. Each participant who downloads a shipping label from the Participating Recycling Program during the Bonus Promotion Period will earn one (1) entry into the Bonus Promotion Period Sweepstakes tied to one (1) label download per user; multiple label downloads per user will not count as multiple entries during the Bonus Promotion Period.

4. **PRIZE:** During the Winner Selection Period, TerraCycle will award 500 TerraCycle Recycling Rewards points for all qualifying shipments made during the Sweepstakes Promotion Period. TerraCycle will also award 500 TerraCycle Recycling Rewards points for all labels downloaded during the Bonus Promotion Period. TerraCycle will randomly select one (1) winner to receive a VTech® & LeapFrog® product from shipments received during the Sweepstakes Promotion Period, and one (1) winner of an enhanced prize pack randomly selected from labels downloaded during the Bonus Promotion Period; estimated ARV of each prize pack is \$50 and between \$75 and \$100, respectively.

Winners have fourteen (14) days to respond to notification of Prize with non-PO Box shipping address and phone number. If a winner does not respond to Sponsor communication within the time allotted, the Prize may be forfeited in its entirety. If a 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 the 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 (and entrant's parent/legal guardian, if participant is a minor) agree that Sponsor, VTech® & LeapFrog®, and 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 "Releases") 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. 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. Potential winners (and winners' parents/legal guardians if winners are minors) may be required, in Sponsor's discretion, 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.

6. **PRIVACY:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at [www.terracycle.com](http://www.terracycle.com). 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.

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 Sweepstakes or otherwise attempt to undermine the legitimate operation of the Sweepstakes 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 Sweepstakes or downloading materials from or use of the Website. Should any portion of the Sweepstakes 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 Sweepstakes, 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



Sweepstakes, 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 Sweepstakes, 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: "VTech® & LeapFrog® Ship & Win Contest 2022" Winners List, TerraCycle US LLC, 1 TerraCycle Way, Trenton, NJ, 08638 for receipt by February 28th, 2023.

9. **SPONSOR:** TerraCycle US LLC, 1 TerraCycle Way, Trenton, NJ 08638.