TerraCycle Inc.
1 TerraCycle Way
Trenton, NJ 08638 USA

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

Recycling Rewards May - June 2023

Detailed Rules

THIS PROMOTION MAY ONLY BE ENTERED IN OR FROM THE 48 CONTIGUOUS STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED OUTSIDE OF THE 48 CONTIGUOUS STATES AND DC AT THE TIME OF ENTRY.

1. **ELIGIBILITY**: Recycling Rewards May - June 2023 ("Promotion") is ONLY open to those individuals ("Participants") who are eighteen (18) years of age or older as of the date of entry and who are legal residents of the 48 contiguous States or District of Columbia ("Eligible Region").

Employees, officers and directors of TerraCycle, Inc. ("Sponsor") and their respective parent companies, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of Promotion 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**: The Promotion is open to participating locations in the recycling programs as announced on promotion webpage, https://www.terracycle.com/en-US/contests/terracycle-recycling-rewards ("Participating Recycling Program"). All TerraCycle collections locations are automatically enrolled if they are confirmed and active (not on a waitlist) in at least one Participating Recycling Program according to their profile on www.terracycle.com during the Promotional Period outlined below ("Eligible Recycling Location"). The goal of the Promotion is for Eligible Recycling Locations to earn bonus points for recycling through the Participating Program, however TerraCycle reserves the right to limit the total allowable Outstanding Labels (Outstanding Labels) per TerraCycle account to a reasonable level to control abuses. For more information on the limit of Outstanding Labels for each Participating Program please contact customersupport@terracycle.com. You may sign up and participate in the Participating

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Recycling Program at no charge at www.terracycle.com/brigades. The list of Participating Recycling Programs will be updated every two (2) months.

2. **PROMOTIONAL PERIOD**: The Promotion will begin on May 1st, 2023 at 12:00am EST and end on June 30, 2023 at 11:59pm EST ("Promotional Period"). Collection packages delivered and checked in at TerraCycle's facilities as shown on your TerraCycle account between those times will be eligible for the Promotion.

3. **HOW TO ENTER**: Eligible Recycling Locations meeting the above described conditions (1a) are automatically enrolled in the Promotion. 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.

4. **PRIZE**: Each shipment received from an Eligible Recycling Location in the Participating Recycling Program and checked into TerraCycle facilities as reflected in an Eligible Recycling Location's TerraCycle account during the Promotional Period will be credited with two hundred (200) bonus points. 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. Bonus points will be credited to the Eligible Recycling Location's TerraCycle account no later than the end of the following month.

EACH PRIZE IS AWARDED WITH NO WARRANTY OR GUARANTEE, EITHER EXPRESS OR IMPLIED BY SPONSOR OR PROMOTION PARTNER. Eligible Recycling Locations may not substitute, assign or transfer prizes or redeem prizes for cash, but Sponsor reserves the right, at its sole discretion, to substitute a prize (or portion thereof) with one of comparable or greater value. Eligible Recycling Locations will be solely responsible for all federal, state and/or local taxes, and for any other fees or costs associated with the Prizes they received.

5. **GENERAL CONDITIONS**: Participation in Promotion 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 Promotion 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

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Promotion, or possession, acceptance and/or use or misuse of prize or participation in any Promotion-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 Promotion in any way shall be disqualified. Sponsor is not responsible if Promotion 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.

6. **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 Promotion, including any injury or damage to Eligible Recycling Location's or any other person's computer relating to or resulting from participating in this Promotion. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Promotion 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 Promotion. 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 Eligible Recycling Location it finds, in its sole discretion, to be tampering with the entry process or the operation of the Promotion or Promotion Website. Sponsor may prohibit any Eligible Recycling Location from participating in the Promotion if, in its sole discretion, it determines that said Eligible Recycling Location is attempting to undermine the legitimate operation of the Promotion 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 ELIBIGLE RECYCLING LOCATION TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION 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.

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Eligible Recycling Location who engage in disruptive, annoying, harassing or threatening conduct or violate any rule, gain unfair advantage in participating in the Promotion, 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 Promotion and the Sponsor's decisions concerning such disputes shall be final.

7. **PRIVACY/ USE OF DATA.** Sponsor will be collecting personal data about Eligible Recycling Location 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 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.

8. **LIABILITY LIMITATIONS**: 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 PROMOTION. WITHOUT LIMITING THE FOREGOING, THIS PROMOTION 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.

9**. 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 Promotion. Any controversy or claim arising out of or relating to these Official Rules and/or the Promotion 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

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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 Promotion, 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.

10. **SPONSOR**: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.