



## PepsiCo Recycle Rally: Sign-Up Promotion

### 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.

**1. ELIGIBILITY:** Open only to TerraCycle Brigade locations that are registered as a school, Elementary through High School, according to their profile on [www.terracycle.com](http://www.terracycle.com) and located in the 50 United States or District of Columbia (D.C.), who are not currently enrolled in Recycle Rally. Representative of participating school must be 18 years of age or older as of date of entry ("Entrants"). Employees, officers and directors of TerraCycle, Inc. ("Sponsors") or Pepsi Beverages Company, PepsiCo, Inc., Pepsi-Cola Company and its bottlers and each of their respective parent companies, subsidiaries, divisions, affiliates, bottlers, distributors, suppliers and advertising, promotional or judging agencies (collectively, "Sponsor and Promotion Party") (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 agree to these Official Rules. Void where prohibited.

**2. PROMOTIONAL PERIOD:** The Promotion will run from November 1st, 2017 at 9:00am ET to December 31st, 2017 at 11:59pm ET.

**4. TO ENTER:** To enter the Promotion, Participant must submit a valid online application to participate in Recycle Rally at [www.pepsicorecycling.com/Apply/ApplicationForm](http://www.pepsicorecycling.com/Apply/ApplicationForm) (the "Recycle Rally Websites") and be accepted into the PepsiCo Recycle Rally program. When prompted with the question "How did you hear about Recycle Rally", Participant must note "TerraCycle" in his/her response. You can sign up for free at the Recycle Rally Website. TerraCycle Brigade locations must create a PepsiCo Recycle Rally account with the same email address that is used for their TerraCycle account.

**5. PRIZES:** Each Participant who signs up and is accepted into the PepsiCo Recycle Rally during the Promotion Period will receive one thousand (1,000) TerraCycle points.

Winners will be notified by TerraCycle on or before January 15, 2018. TerraCycle points will be rewarded approximately two weeks after winner notification.



Each TerraCycle point can be redeemed for a charitable gift, TerraCycle products, TerraCycle collection materials or a donation to the non-profit organization of your choice. For more on the points program visit [www.terracycle.com/en-US/about-terracycle/points](http://www.terracycle.com/en-US/about-terracycle/points). If the winning school cannot accept the prize as stated, the prize may be forfeited in its entirety. No substitution or transfer of prize.

**6. GENERAL CONDITIONS:** Entrants agree (a) that Sponsor and Promotion Party (individually and collectively "Releasees") will have no liability whatsoever for, and are released and shall be held harmless by Entrants 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 Promotion or related activity and the use of the Entry submitted, and (b) entrants by entering, except where legally prohibited, grant permission for Sponsor and Promotion Party (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 Sponsors 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 Sponsors under any obligation, that Sponsors are 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, Sponsors do not waive any rights to use, assign or otherwise exploit similar or related ideas previously developed or known to Sponsors, or developed by their 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.

**7. PRIVACY:** Sponsors will be collecting personal data about entrants online, in accordance with their respective privacy policies. Please review the Sponsors' respective privacy policies at [www.terracycle.com](http://www.terracycle.com) and the Recycle Rally Websites privacy policy at [www.pepsico.com/Legal/PrivacyPolicy](http://www.pepsico.com/Legal/PrivacyPolicy) by participating in the Promotion, entrants hereby agree to Sponsors' collection and usage of their personal information and acknowledge that they have read and accepted Sponsor' and Promotional Parties privacy policies.

**8. LIABILITY LIMITATIONS:** Entrants on their behalf, and on behalf of their respective heirs, executors, administrators, legal representatives, successors and assigns agree to release, defend, indemnify and hold harmless Sweepstakes Entities, and those working on their behalf, and each of their respective officers, directors, representatives, employees, agents, successors and assigns, from any damage, injury, death, loss or other liability, either at law or equity, whether known or unknown, asserted or non-asserted, that may arise from or in any way relate to any Entrant's participation in this Sweepstakes or the awarding, acceptance, use or misuse of any Prize, including any travel related activities. Any and all disputes, claims, and causes of action arising out of or in connection with this Sweepstakes, shall be resolved individually, without resort to any form of class action.

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 Sponsors nor their agencies are responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Promotion or downloading



materials from or use of the Website. 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, 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 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 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. By participating in the Promotion, Entrant (x) agrees to be bound by these Official Rules, including all eligibility requirements, and (y) agrees to be bound by the decisions of Sponsors, which are final and binding in all matters relating to the Promotion. Failure to comply with these Official Rules may result in disqualification from the Promotion. Sponsor reserves the right to: permanently disqualify from any Promotions it sponsors any person it believes has intentionally violated these Official Rules; and terminate the Promotion or the online portion of the Promotion if it becomes technically corrupted (including if a computer virus or system malfunction inalterably impairs its ability to conduct the Promotion), or to select Winners from among all eligible Entries received prior to termination. 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 Promotion, shall be governed by,

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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 New York, NY.

**9. ADMINISTRATION:** All decisions of the Sponsors regarding the selection of Winners and all other aspects of the Promotion shall be final and binding in all respects. Sponsor and Promotion Party will not be responsible for typographical or printing or other errors, administration of the Promotion, the announcement of the Prizes or other inadvertent errors in these Official Rules or other materials relating to the Promotion.

**10. WINNERS LIST:** For the names of the Winners, send a self-addressed, stamped envelope to: "PepsiCo Recycle Rally: Sign-Up Promotion, 2017" Winners List, TerraCycle, Inc. 21 New York Avenue, Trenton, NJ, 08638 for receipt by January 15, 2018.

**11. SPONSOR:** TerraCycle, Inc., 121 New York Avenue, Trenton, NJ 08638.

