



“Tom’s of Maine and Hannaford Contest”

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. THIS CONTEST IS INTENDED FOR ENTRANTS IN ONLY AND WILL BE GOVERNED BY U.S. LAW.

1. **ELIGIBILITY:** The Tom’s of Maine and Hannaford Contest (“Contest”) is open to preselected schools in the “Hannaford Helps Schools” Program (“Participating Program”) within New York, Massachusetts, Rhode Island, New Hampshire, Vermont, and Maine (Eligible Schools) as indicated by their profile on www.terracycle.com. Employees, officers and directors of TerraCycle, Inc. (“Sponsor”), Tom’s of Maine, Inc. (“Tom’s of Maine”), Hannaford Brothers Company (“Hannaford”) and each of their respective parents, subsidiaries, affiliated companies and members, advertising, promotion, or production agencies, web masters/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, entrant Schools and other 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 where prohibited.

2. **CONTEST PERIOD:** Contest will run from September 1st, 2017 at 12:00 am Pacific Standard Time (“PST”) to November 28th, 2017 at 11:59 pm PST (the “Contest Period”).

3. **TO ENTER:** Schools meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Contest. The goal of the Contest is for Eligible Schools to earn the most Votes (“Votes”). Votes can be cast at www.terracycle.com/helpschools (“Contest Webpage”). Limit one vote per person (as identified by the “authorized subscriber” of the email account used in the vote) per day. Voting open only to legal residents of the 50 United States and the District of Columbia who are at least 18 years old at the time of entry. Email addresses entered are subject to end-user validation. Email addresses will only need to be validated once during the Contest Period in order for all subsequent votes to be counted. Automated or “scripted” votes or email addresses, or similar votes or email addresses that reasonably appear to TerraCycle to be automated, scripted or otherwise deceptive are subject to disqualification by



TerraCycle. TerraCycle's reasonable judgement in such matters is final. Contest winners will be determined by the total number of Votes earned for their Schools within Contest Period. All Votes must be cast by November 28th, 2017 at 11:59 p.m. PST.

4. **DETERMINATION OF WINNERS:** All Eligible Schools will have their Votes tallied for the Contest. The School that receives the most Votes receives a Grand Prize ("Grand Prize").

5. **TIE BREAKER:** In the event of a tie among any of the Winners, the School that received the most votes on, November 28th, 2017, from 12:00 am PST to 11:59 pm PST will determine the winner. Contest determinations are in the sole and absolute discretion of the Sponsor, and such decisions are not subject to further review or appeal by the Schools.

6. **NOTIFICATION:** Contest winner will be notified by phone, mail, or email on or around December 15th, 2017. Winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, and where lawful and necessary 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 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. **PRIZES:** Contest Prize consists of one (1) Grand Prize. The Grand Prize winner will receive lumber made from recycled materials to create two to four garden beds, depending on size, and one picnic table to be placed on school grounds. (Approximate retail value: \$5,000)

As part of the Contest and corresponding prize distribution to winners, all Contest participants agree (a) to release Tom's of Maine, Hannaford and TerraCycle from any and all liability associated with the installation and use of the garden beds and picnic table, and (b) to release, indemnify and hold harmless Tom's of Maine, Hannaford, TerraCycle and their subsidiaries, divisions and affiliates, and their respective employees, directors, officers, principals (partners, shareholders or holders of an ownership interest, as the case may be) and agents from any and all claims, demands or causes of action of every kind and character by the Recipient and any third parties using the outdoor installation arising from or in connection with the installation and use of the garden beds and picnic table.

If a winner cannot accept the prize as stated, the prize may be forfeited in its entirety and transferred to the next-in-line winner. All prizes claimed will be awarded. No substitution or transfer of any prize or election of cash in lieu of any prize by Winners will be permitted. 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 School. Total ARV of all prizes: \$5,000.00. Fulfillment and shipping of prizes is not



included in total value. Any and all federal, state and local taxes are the sole responsibility of the winners.

8. **GENERAL:** Schools agree (a) that Sponsor, Tom's of Maine, Hannaford 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 indemnified and 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 acceptance, possession, misuse or use of the prize or participation in this Contest.

9. **PRIVACY:** Sponsor will be collecting personal data about entrants online, in accordance with its privacy policy. Please review the Sponsor's privacy policy at Contest Webpage. www.terracycle.com/helpschools. By participating in the Contest, 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. By entering the Contest, each School irrevocably grants the Sponsor, Tom's of Maine, Hannaford and its member stores and their successors, assigns, and licensees, the right to use the School and photos of the School 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.

10. **LIABILITY LIMITATIONS:** Releasees are not responsible for lost, late, misdirected, incomplete, or non-delivered Votes; 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 Votes or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Contest or otherwise attempt to undermine the legitimate operation of the Contest 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 methods of voting will void all Votes by such methods, and disqualify any entrant for which such votes are cast. Releasees and their respective agencies shall not be responsible for injury or damage to entrants' or to any other person's computer related to or resulting from participating in this Contest or



downloading materials from or use of the Contest Webpage. Should any portion of the Contest 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 Contest, and select the winner based on Credits received prior to action taken or as otherwise deemed fair and appropriate by Sponsor. 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 Contest, 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 Contest 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, 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 Contest, 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, entrants consent to the jurisdiction and venue of the federal, state and local courts located in Trenton, NJ.

11. ADMINISTRATION: All decisions of the Sponsor, Contest administrator and the selection of winners and all other aspects of the Contest shall be final and binding in all respects. Sponsor will not be responsible for typographical or printing or other errors, administration of the

TerraCycle US, LLC
121 New York Avenue
Trenton, NJ 08638 USA

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



Contest, the announcement of the Prizes or other inadvertent errors in these Official Rules or other materials relating to the Contest.

12. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: "Tom's of Maine and Hannaford Contest, 2017" Winners List, TerraCycle, Inc., 121 New York Avenue, Trenton, NJ, 08638 for receipt by January 15, 2018.

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

