



Entenmann's® Little Bites® Collection Contest 2018

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 PARTICIPATION IN THE 50 UNITED STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF PARTICIPATION.

1. ELIGIBILITY: OPEN ONLY TO LEGAL RESIDENTS OF THE 50 UNITED STATES OR DISTRICT OF COLUMBIA ("D.C."), 18 YEARS OF AGE OR OLDER AS OF DATE OF PARTICIPATION (each, a "Participant"). Employees, officers and directors of TerraCycle, Inc. ("Sponsor"), Bimbo Bakeries USA, Inc. d/b/a Entenmann's Bakery, their respective parents, subsidiaries, and affiliated companies, 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, Participants (and Participant's parent/legal guardian if Participant is a minor) agree to these Official Rules, the decisions of the Sponsor and the tabulation of participation, 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

The Entenmann's® Little Bites® Collection Contest 2018 ("Contest") is open to members of the Entenmann's Little Bites® Recycling Program ("Participating Recycling Program") who have identified themselves as a preschool, public elementary school, private elementary school, private middle school, public middle school, public high school, private high school, college/university, boy scouts, girl scouts, community group, or religious organization according to their profile on terracycle.com (Participants). You may sign up for the Participating Recycling Program at no charge at www.terracycle.com/entenmanns-little-bites-pouch-brigade.

2. CONTEST TIMELINE: The Contest will run from September 1st, 2018 at 9:00am PST to December 31st, 2018 at 9:00pm PST ("Contest Timeline"). Winners will be announced around January 15th, 2019.

3. CONTEST PARTICIPATION GUIDELINES: Participants meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Contest. The goal of the Contest is for the Participants within the Participating Recycling Program to collect and recycle the accepted waste for the Participating Recycling Program. The five (5) participants that recycle the most units ("Unit" and collectively "Units") for the Participating Recycling Program will be deemed potential winners. One (1) Unit of accepted waste is defined as one (1) used Entenmann's Little Bites plastic pouch or



clear Entenmann's Minis package. More details on accepted waste can be found on the Contest Webpage. Contest winners will be determined by the total number of Units recycled for the Participating Recycling Program within the Contest Period. All shipments of accepted waste Units must be received and checked into the TerraCycle system as visible on the Participant's account profile on www.terracycle.com by December 31st, 2018 at 11:59 p.m. PST.

4. TO WIN: All members that send in at least one (1) Unit through the Participating Recycling Program during the Contest Timeline will have their Units tallied for the Contest. The five (5) members who send in the most Units during the Contest Timeline will be deemed potential winners.

5. PRIZE:

Collection Contest Prizing is as below:

The one (1) Participant that collects the most accepted waste Units will be awarded a Grand Prize. Grand Prize consists of fifty (50) boxes of Entenmann's® Little Bites®, four (4) custom collection boxes, twenty-five (25) lunch boxes, twenty-five (25) pencil cases and fifty thousand (50,000) TerraCycle points.

The one (1) second highest collecting Participant will be awarded a First Runner Up Prize. Prize consists of one (1) custom collection box and twenty-five thousand (25,000) TerraCycle points.

The third, fourth and fifth highest collecting participants will each be awarded an Honorable Mention Prize. Each prize consists of five thousand (5,000) TerraCycle Points.

Each TerraCycle point can be redeemed for a donation of \$0.01 per point to the non-profit organization of each winner's choice.

If a 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. Total ARV of all prizes: \$1,650.00. All federal, state and local taxes are the sole responsibility of the winners.

6. GENERAL CONDITIONS: Participants (and Participant's parent/legal guardian, if participant is a minor) agree (a) that Sponsor and Bimbo Bakeries USA, Inc. d/b/a Entenmann's Bakery 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 Contest or related activity, and (b) Participants (and Participants parents/legal guardians if Participants are minors), by participating, 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 Participant participation 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 Participant participation 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 participating, Participant (and Participant's parent/legal guardian, if Participant is a minor) agrees that Participant'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 Participant participation 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 parent/legal guardian, if Participant is a minor) acknowledges that, by participating, 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 Participant and Participant (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. Grant of Rights by Entrants: By participating, Participant (and Participant's parent/legal guardian, if Participant is a minor) grants Sponsor a perpetual, worldwide, irrevocable, assignable, sublicensable, royalty-free and fully paid-up license to Participant participation and Sponsor and their designees may exploit, edit, modify, post, use and distribute Participant participation and all elements of such participation in any and all media now known or hereafter devised, without limitation and without compensation, permission or notification to any Participant, his/her parent or legal guardian or any third party.

Assignment of Rights by Winners: By accepting a prize, any and all results and proceeds of all services furnished by winners hereunder (including, without limitation, Participant participation and any other work based on or derived therefrom), and all other materials of every kind whatsoever created by winner at any time if relating to the Contest (collectively, "Work"), are a "work made for hire" (as that term is used in the United States Copyright Act) for each Sponsor. Each Sponsor is the "author" of the Work for all purposes, including without limitation the copyright laws of the United States, and each Sponsor is the owner, in perpetuity and throughout the universe, of all right, title and interest in and to the Work, including without limitation all copyrights in and to the Work (and all renewals and extensions thereof now or hereafter provided by law) and all the rights therein and thereto, including all "moral rights of authors" and "droit moral" rights and any similar or analogous rights under the applicable laws of any country of the world. Winners (and winners' parents or legal guardians if winners are minors) also waive all "moral rights of authors" and "droit moral" rights (and any similar or analogous rights under the applicable laws of any country of the world). Without



limiting the binding effect of any of the foregoing provisions, in the event that any of the Work is not deemed to be a "work made for hire" for Sponsor, winners (and winners' parents or legal guardians if winners are minors) shall irrevocably and exclusively grant and assign to Sponsor (or, if any applicable law prohibits or restricts such assignment, winner (and winners' parents or legal guardians if winners are minors) shall grant to Sponsor an irrevocable, perpetual, royalty-free, transferable license of) all right, title, interest and ownership in and to such Work, including, without limitation, all rights of every kind and nature (whether now known or hereafter devised, including all copyrights, neighboring rights, trademarks, patents and any and all other ownership and exploitation rights in the Work therein and thereto and all renewals and extensions thereof), throughout the universe, in perpetuity, for all purposes, in any and all media, whether now known or hereafter devised.

Sponsor' rights in and to the Work shall include, without limitation, the right to exploit the Work (or not) by any and all means now known or hereafter devised throughout the universe in perpetuity, including, without limitation, the right to alter, modify, edit, adapt, composite, morph, scan, duplicate, merchandise, use and cut the Work). Sponsor shall be free to exploit, license, sell and/or assign any or all of its rights in the Work at any time and from time to time, in whole or in part, to any person or entity, without permission from, or notice or compensation to, winners, their parents or legal guardians or any third party. In furtherance of and without limiting the foregoing, all revenues derived by Sponsor or their designees from the use, exhibition, publication, distribution, merchandising, transmission, licensing, display, selling or other exploitation of the Work shall be the sole and exclusive property of Sponsor and winner, his or her parents, heirs, successors and assigns shall have no interest in or to any such revenues. At the request of Sponsor, winners (and winners' parents or legal guardians if winners are minors) shall execute and deliver to Sponsor such assignments or other instruments as Sponsor may deem reasonably necessary to establish, protect, enforce and/or defend any or all of Sponsor' rights in the Work. If a winner (or winner's parent or legal guardian if winner is a minor) fails to so execute and deliver any such instrument within five (5) days of the date of such notice, Sponsor shall have the right to do so in winner's name, place and stead, and Sponsor are hereby irrevocably appointed as winner's attorney-in-fact for such purposes, which power is coupled with an interest.

7. **PRIVACY:** Sponsor will be collecting personal data about Participants online, in accordance with their respective privacy policies. Please review the Sponsor' respective privacy policies at www.terracycle.com. By participating in the Contest, Participants hereby agree to Sponsor' collection and usage of their personal information and acknowledge that they have read and accepted Sponsor' privacy policies.

8. **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



participation 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 Participants or Sponsor representatives, as solely determined by the Sponsor, will be disqualified. Any use of robotic, automatic, macro, programmed or like participation methods will void all such Entries by such methods, and disqualify any Participant using such methods. Neither Sponsor nor its agencies are responsible for injury or damage to Participants' or to any other person's computer related to or resulting from participating in this Contest or downloading materials from or use of the Website. 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, or submission of Entries, Sponsor reserve the right at its sole discretion to suspend, modify or terminate the Contest, 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 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 this Website. In case of dispute, the authorized subscriber of the e-mail account used to participate in the Contest at the actual time of participation 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 participating, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these official rules, Participant's rights and obligations, or the rights and obligations of the sponsor in connection with the Contest, 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 participating, Participants consent to the jurisdiction and venue of the federal, state and local courts located in Trenton, NJ.

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9. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to:
"Entenmann's® Little Bites® Collection Contest 2018" Winners List, TerraCycle, Inc. 21 New York
Avenue, Trenton, NJ, 08638 for receipt by June 15th, 2018.

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

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