



# **“Colgate® and Meijer® Recycled Playground Challenge”**

## **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. ODDS OF WINNING DEPEND ON NUMBER OF ELIGIBLE ENTRIES RECEIVED.

THIS SWEEPSTAKES IS INTENDED FOR ENTRANTS IN MICHIGAN, ILLINOIS, INDIANA, OHIO, KENTUCKY, AND WISCONSIN ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN MICHIGAN, ILLINOIS, INDIANA, OHIO, KENTUCKY, OR WISCONSIN AT THE TIME OF ENTRY.

### **1. ELIGIBILITY:**

The “Colgate® and Meijer® Recycled Playground Challenge” (“Sweepstakes”) is open to all public schools, private schools, preschools, colleges, and universities (“Schools”) in the Colgate® Oral Care Recycling Program™ (“Participating Recycling Program”) within Michigan, Illinois, Indiana, Ohio, Kentucky, and Wisconsin (“Eligible Regions”) as indicated by their profile on [www.terracycle.com](http://www.terracycle.com). Employees, officers and directors of TerraCycle, Inc. (“Sponsor”), Colgate-Palmolive Company (“Colgate”), Meijer Great Lakes Limited Partnership (“Meijer”) 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.

#### **1a. Specific Eligibility**

All Schools in the Eligible Regions are automatically enrolled if they are an Active member of the Colgate® Oral Care Recycling Program according to their profile on [www.terracycle.com](http://www.terracycle.com) (“Sponsor Website”). Schools that have been deleted or are wait-listed to join the Colgate® Oral Care Recycling Program are not Active members of the program. You may sign up and participate in this Recycling Program recycling program at no charge at [www.terracycle.com](http://www.terracycle.com).



Recycling program locations can “opt out” of the “Colgate® and Meijer® Recycled Playground Challenge” by contacting TerraCycle customer support at [customersupport@terracycle.com](mailto:customersupport@terracycle.com).

2. **SWEEPSTAKES PERIOD:** Sweepstakes will run from April 22, 2019 at 9:00 am Pacific Standard Time (“PST”) June 30, 2019 at 11:59 pm PST (the “Sweepstakes Period”).

3. **TO ENTER:** Schools meeting the conditions set forth in paragraph number 1 above are automatically enrolled in the Sweepstakes. The goal of the Sweepstakes is for the Schools in the Eligible Regions within the Participating Recycling Program to earn the most Playground Credits (“Playground Credits”). Playground Credits are earned by receiving votes (each, a “Vote,” and collectively, “Votes”) and sending accepted oral care products (each comprised of, a “Unit,” and collectively, “Units”, as defined herein) into TerraCycle through the Participating Recycling Program. One (1) Unit is defined as .02 lbs. of used post-consumer oral care products and packaging. Each Vote and each Unit will earn one (1) Playground Credit. Votes can be cast at [www.terracycle.com/colgatemeijerplayground2019](http://www.terracycle.com/colgatemeijerplayground2019) and [www.meijer.com/colgate](http://www.meijer.com/colgate) (“Sweepstakes Webpage”). Limit one Vote per person (as identified by the “authorized subscriber” of the email account used for the Vote) per day. Email addresses entered are subject to end-user validation. Email addresses will only need to be validated once during the Sweepstakes Period 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. Units can be sent through the Schools TerraCycle account on the Sponsor Website. Sweepstakes winners will be determined by the total number of Playground Credits earned for their Schools within Sweepstakes Period. All Votes must be submitted, and Units received and checked into the TerraCycle system as visible on the School’s account profile on [www.terracycle.com](http://www.terracycle.com) by June 30, 2019 at 11:59 p.m. PT.

4. **DETERMINATION OF WINNERS:** All Participating Recycling Program Schools in the Eligible Regions will have their Playground Credits tallied for the Sweepstakes. The top nine (9) Schools that receive the most Playground Credits will be Winners (“Winners”). The School that receives the most Playground Credits receives a Grand Prize, unless that School has been a Grand Prize Winner in a Colgate® and Meijer® Recycled Playground Challenge after September 30th, 2015, in which case that School will be awarded the First Runner Up Prize and the School coming in second in the current contest will be awarded the Grand Prize (“Grand Prize”). The School that receives the second most Playground Credits will be the First Runner Up (“First Runner Up”). The School that receives the third most Playground Credits will be the Second Runner Up (“Second Runner Up”). The Schools that receive the fourth, fifth, sixth, seventh, eighth, and ninth most Playground Credits will receive an Honorable Mention (“Honorable Mention”).



5. **TIE BREAKERS:** In the event of a tie among any of the Winners, the total Votes received by the School will be used as a tie breaker. Sweepstakes 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:** Sweepstakes winners will be notified by phone, mail, or email on or around July 30, 2019. Winners will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release, [attached as Exhibit A herein] 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:** Sweepstakes Prizes consist of one (1) Grand Prize, one (1) First Runner Up Prize, one (1) Second Runner Up Prize, and six (6) Honorable Mention Prizes for a total of nine (9) Winners.

a. The Grand Prize winner will receive a playground made from recycled oral care waste to be placed on the premises of the winning school. (Approximate retail value: \$55,000)

b. The First Runner Up Prize winner will receive a Meijer Gift Card in the amount of \$750.

c. The Second Runner Up Prize winner will receive a Meijer Gift Card in the amount of \$500.

d. The (6) Honorable Mention Prize winners will each receive a \$150 Meijer Gift Card

As part of the Sweepstakes and corresponding prize distribution to winners, all Sweepstakes participants agree (a) to release Colgate, Meijer, and TerraCycle from any and all liability associated with the installation and use of the Playground and (b) to indemnify and hold harmless Colgate, Meijer, 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 Playground arising from or in connection with the installation and use of the Playground. All winners agree to the terms stated in Exhibit A.

If a winner cannot accept the prize as stated within ninety (90) days of notification, the prize may be forfeited, at the discretion of the Sponsor, 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: \$57,150.00. 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 each of Sponsor, Colgate, and Meijer, 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 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 Sweepstakes.

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 Sweepstakes Webpage [www.terracycle.com/colgatemeijerplayground2019](http://www.terracycle.com/colgatemeijerplayground2019). 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. By entering the Sweepstakes, each School irrevocably grants the Sponsor, Colgate, Meijer and its member stores and their successors, assigns, and licensees, the right to use the name of 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 Units; 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 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 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 Sweepstakes or downloading materials from or use of the Sweepstakes Webpage. 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 Playground Credits awarded entrant Schools, Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Sweepstakes, and select the winner based on Playground 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 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 the Sweepstakes 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 Sweepstakes, 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.

TerraCycle US, LLC  
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Trenton, NJ 08638 USA

Phone: +1.609.393.4252  
Fax: +1.609.393.4259  
[www.terracycle.com](http://www.terracycle.com)



11. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: “Colgate® and Meijer® Recycled Playground Challenge, 2019” Winners List, TerraCycle, Inc., 121 New York Avenue, Trenton, NJ, 08638 for receipt by January 15, 2020.

12. SPONSOR: TerraCycle, Inc., 1 TerraCycle Way, Trenton, NJ 08638.







## AFFIDAVIT OF ELIGIBILITY AND RELEASE

*Please Type or Print Clearly:*

I, (please print name) \_\_\_\_\_, on behalf of [School Name], being duly sworn, state I am at least 18 years of age or older and a legal resident of the United States.

[School Name] EIN Number is \_\_\_\_\_

\_\_\_\_\_  
(Street Address)

\_\_\_\_\_  
(City/State/Zip)

Telephone Number (include area code) (\_\_\_\_\_) \_\_\_\_\_

I am signing and submitting this affidavit and release with the understanding that it will be relied upon to confirm [School Name] eligibility to participate in the Colgate® and Meijer® Recycled Playground Challenge promotion (the "Promotion") and be awarded the playground prize (the "Playground").

By signing below, I represent that I have the authority to execute this affidavit and release and to bind [School Name], and I represent and agree to the following on behalf of [School Name]:

1. [School Name] has complied with and will comply with all the rules, regulations and limitations of the Promotion (as detailed in "Recycled Playground Challenge" Detailed Rules) and has perpetrated no fraud or deception in entering the Promotion or claiming the Playground;
2. [School Name] owns or has a long-term lease for the land where the playground is to be constructed and, if any local permits need to be obtained; [School Name] will obtain them;



3. [School Name] has a grassy plot of land that is flat and measures at least 43 feet x 24 feet and has been determined by us to be an acceptable location for the installation of a playground, including but not limited, to the fact that the location is safe, free of hazards, both physical and chemical, and generally able to support the construction, maintenance and use of a playground; and
4. [School Name] will be solely responsible for the maintenance and upkeep of the Playground and will keep such Playground in good working order until it is removed from our school location.
5. [School Name] acknowledges and hereby agrees that if it cannot accept the Playground within ninety (90) days of notification that they have been awarded the Playground, the Playground may be forfeited, at the sole discretion of TerraCycle, and transferred to the next-in-line winner.

By participating in the Promotion and accepting the Playground, we the [School Name], for ourselves, our heirs, successors and their assigns, executors and administrators, hereby (i) waive and release any and all rights and claims we may have against TerraCycle, US LLC, the Colgate-Palmolive Company, Meijer Great Lakes Limited Partnership and each of their respective parents, subsidiaries, affiliated companies and members, advertising, promotion, or production agencies, web masters/suppliers and all of their respective officers, directors, employees, representatives, agents and assigns (collectively, the "Released and Indemnified Parties"), for any matter, cause or thing whatsoever with respect to or arising as a result of our participation in the Promotion, including without limitation, any risks, injury, costs or claims relating to the Promotion or the use or enjoyment of the Playground; and (ii) agree to accept all responsibility and liability for and arising from the use and maintenance of the Playground; and (iii) agree to defend and indemnify the Released and Indemnified Parties from and against any and all losses, liabilities, damages, actions, suits, demands or claims (including, without limitation, amounts paid in settlement and reasonable costs of investigation and reasonable attorneys' fees and disbursements), arising out of or resulting from (a) the use or maintenance of the Playground and/or (b) the gross negligence, bad faith or intentional or willful misconduct of [School Name] or its employees, affiliates, representatives or agents.

TerraCycle, US LLC, the Colgate-Palmolive Company, Meijer Great Lakes Limited Partnership expressly disclaim any warranties associated with the playground, including implied warranties of merchantability or fitness for a particular purpose and those arising by statute or otherwise in law or from course of dealing or usage of trade.

[School Name] agrees that all taxes in any way associated with the prize it has won are its responsibility.

[School Name] hereby grants permission, where legal, for the use of its name, city, state and/or photograph for advertising and promotional purposes in conjunction with the Promotion and similar promotions without compensation.

Sworn to and subscribed before me this  
\_\_\_\_ day of \_\_\_\_\_, 2019.

[School Name]

By: \_\_\_\_\_  
Notary Public

By: \_\_\_\_\_  
Title: \_\_\_\_\_