



“Gillette® and CVS Pharmacy 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.

THIS PROMOTION IS INTENDED FOR ENTRANTS IN THE CONTIGUOUS 48 UNITED STATES AND D.C. ONLY AND WILL BE GOVERNED BY U.S. LAW. VOID IN ALASKA, HAWAII, AND WHERE PROHIBITED. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY.

1. **ELIGIBILITY:** The “Recycled Playground Challenge” (“Promotion”) is open only to legal residents of the contiguous 48 United States and D.C. (“Eligible Regions”) as indicated by the address designated on their return shipping label (“Participants”). Employees, officers and directors of TerraCycle, Inc. (“Sponsor”), Gillette (“Gillette”), CVS Health Corporation (“CVS”), 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. **PROMOTION PERIOD:** Promotion will run from May 22nd, 2020 at 9:00 am Pacific Time (“PST”) to August 31st, 2020 at 11:59 pm PST (“Promotion Period”).

3. **TO ENTER:** The goal of the Promotion is for Consumers in the Eligible Regions to recycle all brands of blades and razors (systems and disposable units, and replaceable-blade cartridge units), rigid plastic packaging, and flexible plastic bag packaging (“razors and packaging”) through the promotional recycling program available at <https://www.cvs.com/gilletterecycle> (“Webpage”). One (1) Unit (each comprised of “Units”, as defined herein) is defined as .05 lbs. of used post-consumer razors and packaging. Units must consist of *post-consumer* razors and packaging, meaning that products and packaging purchased new and submitted for the sole purpose of participating in the Promotion may not be counted as Units in Sponsor’s sole discretion. **Units are**



defined by weight (as noted above), not by number of items submitted. All Units must be received and checked into the TerraCycle system by August 31st, 2020 at 11:59 p.m. PST.

4. **DETERMINATION OF WINNERS:** The units recycled by TerraCycle received with the shipping label acquired through the Webpage by each State as indicated by the consumer in the designed field on the UPS shipping label will be tallied. The total Units recycled will then be divided by the state 2018 Population Estimates as indicated on www.census.gov for a recycling per capita ratio. The State that has the highest recycling per capita ratio during the Promotion Period will be determined the winning state (Winner). If the winning state does not have a Fisher House location, the Fisher House location in closest geographic proximity will be awarded.

5. **TIE BREAKERS:** Promotion determinations are in the sole and absolute discretion of the Sponsor, and such decisions are not subject to further review or appeal by the Promotion Participants. If a tie breaker does occur the total number of UPS Shipping Labels requested from the Webpage will be used as a Tie Breaker. The State that has the most UPS Shipping Labels requested will be determined as the winner.

6. **PRIZES:** Promotion Prizes consist of one Grand Prize. The Grand Prize winner will receive a playground made from recycled material to be placed on the premises of the selected organization grounds. Size of the playground to be determined by the available space within the selected location. The prizing is subject to change. The approximate retail value to be no less than \$16,700.

As part of the Promotion, Winner agrees (a) to release Gillette, CVS, and TerraCycle from any and all liability associated with the installation and use of the Playground and (b) to indemnify and hold harmless Gillette, CVS, 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 Winner and any third parties using the Playground arising from or in connection with the installation and use of the Playground.

If 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 Winner. The approximate retail value to be no less than \$16,700. 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 Winner.



8. **GENERAL:** Winner agrees (a) that each of Sponsor, Gillette, and CVS, 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 Promotion.

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 Promotion Webpage. By participating in the Promotion, 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 Promotion, each participant irrevocably grants the Sponsor, Gillette, CVS, and its member stores and their successors, assigns, and licensees, the right to use the name of the winning location and photos of the location 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 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 Units or other information or the failure to capture, or loss of, any such information. Persons who tamper with or abuse any aspect of this Promotion or otherwise attempt to undermine the legitimate operation of the Promotion 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 methods of downloading UPS shipping labels by such methods, and disqualify any entrant for which such shipments are received. 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 Promotion or downloading materials from or use of the Promotion Webpage. 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 shipments

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

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



received. , Sponsor reserves the right at its sole discretion to suspend, modify or terminate the Promotion, and select the winner based on Units 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 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 the Promotion Webpage. 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, Participants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, Participants' rights and obligations, or the rights and obligations of the Sponsor in connection with the Promotion, 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, Participants consent to the jurisdiction and venue of the federal, state and local courts located in Trenton, NJ.

11. WINNERS LIST: For the names of the winners, send a self-addressed, stamped envelope to: "Gillette® and CVS Pharmacy Recycled Playground Challenge, 2020" Winners List, TerraCycle, Inc., 121 New York Avenue, Trenton, NJ, 08638 for receipt by January 15, 2021.

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