

## Encorp Pacific (Canada) – Return-It Express System Gang Plush Loyalty Promotion - Terms and Conditions

The Return-It Gang Plush Loyalty Promotion ("the Plush Promotion") is offered and administered by Encorp Pacific (Canada) ("Sponsor"). Sponsor and its direct and indirect subsidiaries, participating Depots and affiliates (collectively, "Return-It Express"), partners participating in Plush Promotion from time to time ("Partners") and any other authorized third party who may receive Customers' personal information, together hereinafter will be referred to as the "Promotion Entities".

**GENERAL PLUSH PROMOTION INFORMATION:** The Plush Promotion is a program specially designed to reward our customers (see Paragraph WHO CAN PARTICIPATE, below) for using the Express Return-It System ("Express"). There are five plush characters (each, a "Plush Character") available in the Plush Promotion, depicting each one of the Return-It Gang characters (Water Bottle, Juice Box, Pop Bottle, Gable Top and Aluminum Can).

You will be able to redeem credits to collect the Return-It Gang plush characters (see Paragraph HOW TO EARN FREE RETURN-IT GANG PLUSH CHARACTERS below), while supplies last. No monetary purchase is required. The Return-It Gang plush characters are not available at retail locations and not available for sale.

You must have a Return-It Express Account ("Express Account") to participate in the Plush Promotion. If you do not have an Express Account, you can obtain one for free; no purchase is required to join. You can register online at <https://express.return-it.ca>. Click on the "Register Here" button and follow the instructions online. Complete terms and conditions of Express, including eligibility requirements, are available at [return-it.ca/express](https://return-it.ca/express).

**IMPORTANT:** You must have included a valid Canada Post mail address with your registration, in order to redeem your free Return-It Gang plush characters. If you have previously registered but have NOT included a valid Canada Post address, then you can log-in to your account and edit your profile.

The promotion is being conducted from July 19, 2021 until December 31, 2021 or while supplies last, whichever is earlier (the "Promotion Period") at approximately 82 participating Return-It Express Depots ("participating locations"). Visit [www.return-it.ca/locations/express/](http://www.return-it.ca/locations/express/) for a full list of participating locations for the complete list. The list of participating locations is subject to change at any time.

Sponsor reserves the right to modify these Terms and Conditions at any time in our sole discretion without prior individual notice. Any modifications to this Agreement will be posted at [www.Return-It.ca/Express/Promotions](http://www.Return-It.ca/Express/Promotions). For this reason, we encourage you to review this Agreement whenever you access and use that web page. If you do not agree to these terms, please do not register for an Express Account.

Participation in the Plush Promotion constitutes your full and unconditional agreement and acceptance of these Terms and Conditions.

Any questions, concerns or comments regarding the Plush Promotion can be forwarded to [customerservice@returnit.ca](mailto:customerservice@returnit.ca) or send your questions, concerns or comments together with a self-addressed, stamped return envelope to "Plush Promotion", Encorp Pacific (Canada), 100 – 4259 Canada Way, Burnaby, BC V5G 4Y2.

**WHO CAN PARTICIPATE:** You must be of age of majority, a resident of British Columbia and have a valid Return-It Express Personal Account. (See GENERAL PLUSH PROMOTION INFORMATION above for information on registering your free Return-It Express Account.)

Employees, representatives and agents of Return-It Express (as defined above) and its advertising and promotional agencies and any person or entity involved in the production, implementation, administration or fulfillment of the Plush Promotion and members of the immediate family or household of any of the above, are not eligible to participate in the Plush Promotion. In these terms and conditions, "immediate family" means husband or wife, mother, father, brothers, sisters, sons and daughters.

**HOW TO EARN FREE RETURN-IT GANG PLUSH CHARACTERS:** Once you have registered for a Return-It Express Personal Account (See WHO CAN PARTICIPATE above), you will automatically receive one (1) Plush Promotion credit for every qualifying beverage container that you return during the Promotion Period. To qualify, containers must be correctly returned through the Express service and containers must meet the standard as established on the Return-It Express System Terms of Use <https://www.return-it.ca/express/terms-4-0/>.

**HOW TO REDEEM CREDITS FOR FREE RETURN-IT GANG PLUSH CHARACTERS:** For each Plush Character the credits needed to redeem must have been acquired over two or more visits on separate calendar days. When you have reached the predetermined Plush Promotion credit totals, you will be eligible to redeem for the applicable Return-It Gang Plush Character, following the order as detailed in Table 1, below. Promotion credits are cumulative. Example, when you have reached 850 Plush Promotion credits over two visits on separate days, you are eligible to redeem the Water Bottle character; when you have reached 1,400 Plush Promotion credits over two additional visits (an additional 550 credits from the previously achieved 850 credits), you are eligible to receive the Juice Box character, and so on.

Sponsor reserves the right to change the number of Plush Promotion credits required to redeem for a specific Plush Character and in the event of one of the Plush Characters becoming out-of-stock, Sponsor reserves the right to substitute with the next available Plush Character. There is a limit of 5 Plush Characters total (one full set) per Return-It Express account, per household mailing address. On redemption, the Plush Character will be shipped by pre-paid mail to the account holder at the address provided on registration.

Table 1: Quantity of Plush available and Redemption order is as follows:

Plush Character	Quantity of Characters Produced	Cumulative Plush Promotion Credits Needed to Redeem
Water Bottle	3,000	850
Juice Box	2,000	1400
Pop Bottle	1,500	1800
Gable Top	1,000	2100
Aluminum Can	750	2,500

**SHIPPING:** You are solely responsible for checking and confirming the shipping address is accurate when redeeming for a Plush Character. If the shipping address is incorrect at the time of redemption, the Sponsor is not responsible for any additional shipments.

**YOUR RETURN-IT EXPRESS ACCOUNT:** You are solely responsible and liable for any use and misuse of your login name and password and for all activities that occur under your login name and password. For security reasons, you must keep your login name and password confidential and not disclose them to any person or permit any other person to use them, except a Sponsor's authorized representative. All login names and passwords remain the property of the Sponsor, and may be cancelled or suspended at any time by the Sponsor without any notice or liability to you or any other person. The Sponsor is not under any obligation to verify the actual identity or authority of the user of any login name or password. You must immediately notify The Sponsor of any unauthorized use of your login name or password, or if you know or suspect that your login name or password has been lost or stolen, has become known to any other person, or has been otherwise compromised.

Members residing in the same household may only use one personal account for the Plush Promotion.

**PRIVACY:** Your submission of personal information through the Site is governed by our privacy policy, which can be viewed at [www.return-it.ca/about/privacy-policy/](http://www.return-it.ca/about/privacy-policy/) (the "**Privacy Policy**"). This Agreement incorporates by reference the terms and conditions of the Privacy Policy. You hereby represent and warrant to us that you have obtained all necessary permissions and consents to provide us the personal information which you have provided, and for all of the purposes contemplated by the Plush Promotion.

**DISPUTES:** It is your responsibility to check your Return-It Express account regularly to ensure that all information is accurate. Should you disagree with any information or adjustments made to your Return-It Express account, your sole remedy is to withdraw from Return-It Express. All questions or disputes regarding the Plush Promotion and / or any qualifying transaction data must be submitted in writing within thirty (30) days of the qualifying transaction, to "Return-It Express", "Plush Promotion", Encorp Pacific (Canada), 100 – 4259 Canada Way, Burnaby, BC V5G 4Y2. Any such disputes shall be resolved by Promotion Entities at their sole discretion.

**TERMINATION OF, OR CHANGES TO PLUSH PROMOTION:** Promotion Entities reserve the right to change or terminate the Plush Promotion at any time. Notification of Plush Promotion termination will be sent to the email address you provide during the registration process. Promotion Entities will not be responsible for failing to notify you of change or termination where such failure is caused by any reason outside the control of Promotion Entities, including an error in your email program, an inaccurate email address, your failure to check for your email online, or your failure to inform Promotion Entities of a change in your email address.

**MODIFICATION OF TERMS AND CONDITIONS:** Sponsor may modify these Terms and Conditions from time to time, with or without notice, and your continued participation in the Plush Promotion after such modification, shall be deemed to be your acceptance of any such modification. It is your responsibility to check the Terms and Conditions regularly to determine whether this Agreement has been modified. If you do not agree to any modification of this Agreement, you must immediately cease participation in Return-It Express.

**GENERAL TERMS AND CONDITIONS:** the plush promotion is being provided to you "as is" with no warranty. To the maximum extent permitted by law, promotion entities disclaims all representations and warranties, express or implied, with respect to the plush promotion, including, but not limited to, implied warranties of any merchandise, or the merchantability, fitness for any particular purpose of any reward. Promotion entities do not warrant, guarantee, or make any representations regarding the quality of, or accuracy of advertisements for, any merchandise, products, or services offered or provided by affiliates or suppliers in conjunction with the plush promotion.

In addition, although promotion entities intend to take reasonable steps to prevent the introduction of viruses or other destructive materials to any return-it express web site, promotion entities do not warrant, guarantee or make any representations that this site is free of destructive materials. In addition, promotion entities do not warrant that access to this site will be uninterrupted or error-free, and promotion entities assume no responsibility for any damage caused by your access, or inability to access this site, including, but not limited to, your inability to redeem rewards.

**Limitation of liability:** in no event will any other company be liable to you for non-performance of promotion entities' obligations. In no event shall promotion entities be liable for any incidental, indirect, special, consequential, or exemplary damages, however caused and under any theory of liability arising in connection with the plush promotion or your use or inability to use any web site or the redemption of, or use of, any merchandise, products, or services of merchants or suppliers, even if promotion entities, or representatives thereof, are advised of the possibility of such damages, claims, or losses and notwithstanding any failure of essential purpose of any limited remedy.

**Indemnity:** you agree to indemnify and hold promotion entities, their subsidiaries, affiliates, officers, directors and employees, harmless from any claim or demand, including reasonable attorney's fees, made by any party due to or arising out of your use of return-it express, your violation of these policies, or the infringement by you, or any other user of return-it express using your account, of any intellectual property or other right of any person or entity, or as a result of any threatening, libelous, obscene, harassing or offensive material contained in any of your communications.