

## Encorp Pacific (Canada) & Carton Council of Canada – Recycle Beverage Carton Art Contest

Join the Recycle Beverage Carton Art Contest (the “Contest”) for a chance to win a CAD \$100 gift card. The Contest begins on March 1, 2023 at 8:00am PT and ends on March 31, 2023, at 11:59pm PT and is open to BC residents of who have reached the legal age of majority. To participate:

- create an original drawing that (i) incorporates the idea of “push the straws in” or “keep the caps on” when recycling beverage cartons and (ii) features an artwork character representing a recyclable beverage carton, wherein the artwork character may be or be based on a Return-It Gang character, such as OJ Carton and Joyce Box, and the recyclable beverage carton may be for juice, milk, or plant-based beverage;
- share the drawing on Facebook, Instagram, and/or Twitter along with a message that (i) tags or mentions RecycleCartonsCA and Return-It and (ii) includes the hashtag #RecycleBeverageCartons.

Twenty (20) entrants will be selected by random draw and each such selected entrant will receive a CAD \$100 gift card. No purchase necessary. Full rules follow below.

### Recycle Beverage Carton Art Contest Official Rules

#### 1. What Is the Recycle Beverage Carton Art Contest About?

The Recycle Beverage Carton Art Contest (the “**Contest**”) aims to encourage community recycling and promote recycling awareness. The Contest is offered and administered by Encorp Pacific (Canada) and Carton Council of Canada (collectively, the “**Sponsors**” and each a “**Sponsor**”). The Sponsors and their respective parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, administration, or fulfillment of the Contest may be referred to collectively as the “**Contest Parties**”.

All aspects of the Contest are governed by these Official Rules (the “**Rules**”). Please read the Rules carefully. By participating in this Contest, you agree to be bound by the Rules and all terms incorporated herein by reference.

#### 2. Who Can Participate?

The Contest is only open legal residents of the province of British Columbia, who have reached the age of majority at the time of entry. Employees, representatives or agents (and those with whom such persons are living, whether related or not) of the Contest Parties are not eligible to participate in the Contest.

#### 3. When is the Contest Period?

The Contest begins on March 1, 2023 at 8:00am PT and ends on March 31, 2023, at 11:59pm PT (the “**Contest Period**”).

#### 4. How to Participate?

No purchase necessary.

You may earn an entry in the Contest (each, an “**Entry**” and collectively, the “**Entries**”) as follows:

- create an original drawing that (i) incorporates the idea of “push the straws in” or “keep the caps on” when recycling beverage cartons and (ii) features an artwork character representing a recyclable beverage carton, wherein the artwork character may be or be based on a Return-It Gang character, such as OJ Carton and Joyce Box, and the recyclable beverage carton may be for juice, milk, or plant-based beverage; and
- share the drawing on Facebook, Instagram, or Twitter along with a message that (i) tags or mentions RecycleCartonsCA and Return-It and (ii) includes the hashtag #RecycleBeverageCartons.

When all required steps of the entry process are complete, you will automatically be eligible to earn one (1) Entry in the Contest.

The Contest is in no way sponsored, endorsed or administered by, or associated with Facebook, Instagram, or Twitter (each, a “Social Platform”). Each Social Platform is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsors and not to a Social Platform. You may use one or more applicable Social Platform accounts (each, an “Account” and collectively, the “Accounts”) to participate in this Contest. To be eligible to earn an entry in this Contest, your applicable Account must be set to public and not private. You are solely responsible for ensuring your applicable Account settings are set to be able to receive notification messages, monitoring your Account for such notification messages and following all instructions contained in such notification messages that may be received from the Sponsors regarding your participation in the Contest. In addition, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the “Entry Materials”) must be in accordance with the terms, rules, policies and guidelines of the applicable Social Platform (the “Social Platform Rules”).

Verification. All Entries, Entry Materials and entrants are subject to verification at any time and for any reason. The Sponsors reserve the right, in their sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsors – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Materials or any other information submitted (or purportedly submitted) for the purposes of this Contest; and/or (iii) for any other reason the Sponsors deem necessary, in their sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsors within the timeline specified by the Sponsors may result in disqualification in the sole and absolute discretion of the Sponsor.

PARTICIPATION REQUIREMENTS. BY SUBMITTING AN ENTRY, YOU AGREE THAT THE ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES (DEFINED BELOW) WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A/THE WINNER, A/THE PRIZE (INCLUDING ANY USE OR MISUSE OF A/THE PRIZE). THE RELEASED PARTIES (DEFINED BELOW) SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES. THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY/THE PRIZE.

By participating in the Contest, you hereby warrant and represent that any Entry Materials you submit:

- i. is/are original to you and that you have obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. do not violate any law, statute, ordinance or regulation;
- iii. do not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Sponsors); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsors; any identifiable third party products, trademarks, brands and/or logos, other than those of the Sponsors; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsors in their sole and absolute discretion.

The Sponsors and/or their promotional agency or designated content moderator (the "Reviewer") reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsors reserve the right, in their sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

License. By entering the Contest and submitting an Entry, you: (i) without limiting the applicable Social Platform Rules, grant to the Sponsors, in perpetuity, a non-exclusive, worldwide license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use your Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (ii) waive all moral rights in and to your Entry Materials (and each component thereof) in favour of the Sponsors (and anyone authorized by the Sponsors to use such Entry Materials); and (iii) agree to release and hold harmless the Released Parties (defined below) from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever.

## **5. What Are the Prizes?**

There will be 20 prizes (each, a "Prize"). Each Prize consists of a CAD \$100 gift card. Each gift card is subject to the terms and conditions of the issuer. Each gift card must be accepted as awarded and is not transferable, assignable or convertible to cash. There is a limit of one (1) Prize per person.

## **6. What Is the Prize Winner Selection Process?**

On April 7, 2023 (the "**Selection Date**")<sup>1</sup> in Burnaby, British Columbia, twenty (20) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period and each such selected entrant will be deemed a potential Prize winner.

The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period.

**Winner Notification Process.** The Sponsors or their designated representative will make a minimum of one (1) attempt to contact each potential Prize winner (using the information provided at the time of entry) within one (1) business day from the Selection Date.

**Winner Confirmation Process.** BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, each potential Prize winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsors, be administered online, by email or other electronic means, by telephone, or in the Sponsors' form of declaration and release); and (b) sign and return within seven (7) business days of notification the Sponsors' declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Contest Parties, Facebook, Instagram and/or Twitter and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the potential winner's name or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsors. If the potential Prize winner: (a) fails to return the properly executed Contest documents within the specified time; (b) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (c) fails to correctly answer the skill-testing question; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsors in their sole and absolute discretion); then he/she may, in the sole and absolute discretion of the Sponsors, be disqualified (and, if disqualified, will forfeit all rights to the Prize) and the Sponsors reserve the right, in their sole and absolute discretion and time permitting, to select an alternate potential Prize winner following the same winner selection procedure described above (with the necessary amendments), in which case the foregoing provisions of this section shall apply to such new potential Prize winner. The Sponsors will have final discretion in selecting the winner in the event of a tie or for any other reason.

## **7. GENERAL CONDITIONS:**

**7.1.** This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsors with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSORS TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSORS AT ANY TIME.

**7.2.** Limitation of liability. The Released Parties will not be liable for: (i) any failure of any website during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry or other information to be received, captured or recorded

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<sup>1</sup> GWLG NTD: is this selection date acceptable?

for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above. Without limiting the generality of the foregoing, by participating in the Contest, each entrant releases the Released Parties from any and all liability in connection with this Contest and his/her participation therein.

**7.3.** The Sponsors reserve the right, at their sole and absolute discretion to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsors that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure.

**7.4.** By entering this Contest, each entrant expressly consents to the Sponsors, their agents and/or representatives, storing, sharing and using the personal information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with the privacy policy available at: <https://www.return-it.ca/about/privacy-policy/>.