



CARTON COUNCIL CANADA: COMMUNITY EDUCATION AWARD PROGRAM TERMS AND CONDITIONS

You are not authorized to participate in the Community Education Award Program if you do not reside within the Province of Ontario.

1. How to Enter. To participate in the Community Education Award program (the “Program”), during the Registration Period (defined below in Section 2), a representative of an Eligible Organization (defined below in Section 3) should go to the Carton Council Canada site, located at www.recyclecartons.ca (“Sponsor’s Site”), read the Terms and Conditions and eligibility requirements, confirm that food and beverage cartons are accepted in the Eligible Organization’s local program, and complete the online registration form, including the name of the Eligible Organization and a contact name, title, email address, phone number, and mailing address for the Eligible Organization. Eligible Organizations must register on Sponsor’s Site to ensure that they receive Program communications and have access to education information from Sponsor. All registrants must have a valid email address.

Limit one (1) registration per Eligible Organization. Registrations with invalid, erroneous, or fraudulent information will be subject to disqualification. No automated entry devices and/or programs are permitted. All registrations and Submissions (defined below in Section 4) become the sole and exclusive property of Carton Council Canada (“Sponsor”) and receipt will not be acknowledged or returned. Sponsor is not responsible for lost, late, illegible, stolen, incomplete, invalid, unintelligible, misdirected, technically corrupted or garbled entries or Submissions, which will be disqualified, nor for problems of any kind whether mechanical, human or electronic. Only fully completed registration forms and Submissions are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

2. Start/End Dates. Registration for the Program begins at 12:00:00 a.m. Eastern Time (“ET”) on June 1st, 2021 and ends at 11:59:59 p.m. ET on July 12th, 2021 (the “Registration Period”).



3. Award Program Eligibility. Participation is open only to Eligible Organizations (as defined below) located in the Province of Ontario (the “Eligible Territory”) that are authorized to educate residents about their local recycling program and whose local recycling program accepts food and beverage cartons (each an “Eligible Organization”). The term “Eligible Organizations” means municipalities, service boards, solid waste authorities, and not-for-profit organizations and associations providing residential recycling services on behalf of, or for municipalities. Employees, officers and directors of Sponsor and its parent company, subsidiaries, affiliates, partners, advertising and promotion agencies, manufacturers or distributors of program materials and their immediate families (parents, children, siblings, spouse) or members of the same household (whether related or not) of such employees/officers/directors are not eligible to enter. Registrations on behalf of Eligible Organizations may only be submitted by residents living in the Eligible Territory, and registrations originating from any other jurisdiction are not eligible. All federal, provincial and local laws and regulations apply.

4. Grant Award Program and Submission Process. After registering for the Program, an Eligible Organization will (a) receive information to help support its communications and marketing efforts until the Submission End Date (as defined in this Section 4), (b) update its website using [Carton Council best practices](#) to include cartons as a recyclable material in the participant’s program, and (c) do the following:

- **Updated Website:** The Eligible Organization’s website(s) must accurately and clearly convey that food and beverage cartons are accepted and should be recycled in accordance with [Carton Council best practices](#).
- **Activities:** An Eligible Organization must demonstrate at least two (2) examples from the list of the following activities implemented between June 1, 2021 and November 26, 2021. Communications must prominently include food and beverage cartons:
 - Social Media – Provide examples of how you’ve used social media to engage with your residents and educate them on what and how to recycle,



- Marketing Materials – Can include items such as direct mail, bill stuffers, bin stickers, refrigerator magnets, brochures or other marketing initiatives;
- Events - Virtual or in-person events designed to educate and promote recycling to your residents;
- Advertising or Public Service Announcements – Paid or donated space or time that promotes recycling;
- Earned media – Articles in your local media that promote recycling; and
- Other – Any other activity used to promote your local recycling program not already described.

Eligible Organizations must submit their Grant submissions (“Submissions”) on or before **November 26, 2021 (“Submission End Date”)**, providing details of the Eligible Organization’s communications activities in accordance with this Section 4. Submission forms will be provided to all who register for the Program.

Providing a Submission constitutes consent by the Eligible Organization to grant Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including but not limited to on any and all digital and Internet media, including Sponsor’s web sites and properties and on social networking sites (i.e., Facebook, YouTube, Twitter, LinkedIn, etc.), for any legal purpose whatsoever.

5. Submission Guidelines and Content Restrictions: Sponsor, in its sole discretion, may disqualify an Eligible Organization or its Submission from the Program if Sponsor determines, in its sole discretion, that the Eligible Organization or the Submission fails to conform to any of the following Guidelines and Restrictions:





- The Submission must not contain material that violates or infringes any rights of any other party, including but not limited to copyright, trademark, privacy, publicity or any other intellectual property rights;
- The Submission must not disparage Sponsor or any other person or party;
- The Submission must not contain material that is inappropriate, indecent, obscene hateful, tortious, defamatory, slanderous or libellous;
- The Submission must not contain material that promotes bigotry, racism, hatred or harm against any group or individual or promotes discrimination based on race, gender, religion, nationality, disability, sexual orientation or age; and
- The Submission must not contain material that is unlawful, in violation of or contrary to the laws or regulations of Canada or Ontario or of any jurisdiction where Submission is created.

Each Eligible Organization acknowledges that other organizations may have used ideas and/or concepts in their Submissions that may be similar in idea or concept to what is included in its own Submission. Each Eligible Organization understands and agrees that it shall not have any claim against any other Eligible Organization or Sponsor arising out any such similarity or be entitled to any compensation because of any such similarity.

Sponsor's decisions are final and binding in all matters relating to this Program, including, but not limited to, interpretation and application of these Terms and Conditions. By participating, each Eligible Organization fully and unconditionally agrees to be bound by these Terms and Conditions and the decisions of the judges, which will be final and binding in all matters relating to the Program.

6. Grant Recipient Eligibility and Selection. Potential Grant Recipients that sign up to participate in the Program will be evaluated to ensure they meet the eligibility requirements of the Program and are in compliance with these Terms and Conditions. Sponsor will begin evaluating Submissions on or about November 27, 2021 to determine the Grant recipients. Any potential Grant Recipient or Submission that



is determined to be invalid or ineligible according to these Terms and Conditions will be disqualified and no Grant will be provided.

No more than 15 Grants will be awarded. If Sponsor receives Submissions from more than 15 Eligible Organizations, then only the first 15 Eligible Organizations that provide Submissions in compliance with these Terms and Conditions will receive a Grant. If Sponsor receives less than 15 Submissions from Eligible Organizations or less than 15 Submissions that are in compliance with these Terms and Conditions, Sponsor may, in its sole and absolute discretion, award less than 15 Grants.

An Eligible Organization who is awarded a grant will receive \$2,000 (CAD) grant (“Grant”) in return for demonstrating its proactive recycling education efforts, featuring food and beverage cartons. The Grant will be awarded in the form of a check or wire transfer.

Sponsor will only award Grants to Eligible Organizations whose Submissions are in compliance with these Terms and Conditions.

Grant Recipients are encouraged to apply the Grant to future recycling education efforts.

Grants are non-transferable. No substitutions or cash redemptions. All taxes and unspecified expenses are the responsibility of Grant recipients. As a condition of receiving the Grant, all potential Grant recipients will be required to sign Sponsor’s Grant Agreement and any other documentation requested by Sponsor (collectively, “Grant Documents”). If any Grant recipient is unable to accept the Grant, fails to sign the Grant Documents or in the event of noncompliance with these Program Terms and Conditions and requirements, the Grant will not be awarded.

7. Conditions. All federal, provincial and local taxes assessed on grant funds paid to a Grant recipient are the sole responsibility of the Grant recipient. Participation in the Community Education Award Program and acceptance of the Grant constitutes permission for Sponsor to use the Eligible





Organization's (and its representative's or representatives') name(s), address (city and province), likeness, photograph, picture, portrait, voice, biographical information and/or any statements made by each Grant recipient regarding the Community Education Award program or Sponsor for advertising and promotional purposes without notice or additional compensation, except where prohibited by law. Grant recipient agrees to secure such permissions from its representatives as may be necessary to effectuate the grant of rights described in the preceding sentence. By participating, Grant recipients agree to release and hold harmless Sponsor, its affiliates, partners and promotion and advertising agencies and each of their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers and directors (collectively, the "Released Entities"), from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with any of the following: (a) the preparation for, travel to, and/or participation in the Community Education Award program; (b) possession, acceptance and/or use or misuse of a Grant or participation in any Community Education Award program-related activity; and (c) any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsor is not responsible if the Community Education Award program cannot take place or if the Grant cannot be awarded due to travel cancellations, delays or interruptions due to acts of God, acts of war, natural disasters, epidemics, pandemics, weather or acts of terrorism. Entrants who do not comply with these Terms and Conditions, or attempt to interfere with this Community Education Award program in any way shall be disqualified. There is no purchase or sales presentation required to participate.

8. Additional Terms. In case of dispute as to the identity of any registrant, entry will be declared made by the authorized account holder of the email address submitted at time of entry. "Authorized Account Holder" is defined as the natural person who is assigned an email address by an Internet access provider, online service provider, or other organization (e.g., business, educational, institution, etc.) responsible for assigning email addresses or the domain associated with the submitted email address. Any potential Grant recipient may be requested to provide Sponsor with proof that such Grant recipient is the authorized account holder of the email address associated with the selected Grant submission and





registration. Any other attempted form of entry is prohibited; no automatic, programmed; robotic or similar means of entry are permitted. The Released Entities are not responsible for technical, hardware, software, telephone or other communications malfunctions, errors or failures of any kind, lost or unavailable network connections, web site, Internet, or ISP availability, unauthorized human intervention, traffic congestion, incomplete or inaccurate capture of entry information (regardless of cause) or failed, incomplete, garbled, jumbled or delayed computer transmissions which may limit one's ability to enter the Community Education Award program, including any injury or damage to participant's or any other person's computer relating to or resulting from participating in this Community Education Award program or downloading any materials in this Community Education Award program. Sponsor reserves the right, in its sole discretion, to cancel, terminate, modify, extend or suspend this Community Education Award program should (in its sole discretion) virus, bugs, non-authorized human intervention, epidemics, pandemics, fraud or other causes beyond its control corrupt or affect the administration, security, fairness or proper conduct of the Community Education Award program. In such case, Sponsor may select the Grant recipient(s) from all eligible Submissions received prior to and/or after (if appropriate) the action taken by Sponsor. Sponsor reserves the right, at its sole discretion, to disqualify any individual or organization it finds, in its sole discretion, to be tampering with the registration or submission process or the operation of the Community Education Award program or Sponsor's Site. Sponsor may prohibit a participant or organization from participating in the Community Education Award program or awarded a Grant if, in its sole discretion, it determines that said participant or organization is attempting to undermine the legitimate operation of the Community Education Award program by cheating, hacking, deception, or other unfair playing practices (including the use of automated quick entry programs) or intending to annoy, abuse, threaten or harass any other entrants or Sponsor representatives.

CAUTION: ANY ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEB SITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE COMMUNITY EDUCATION AWARD PROGRAM MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR





RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT PERMITTED BY LAW.

9. Limitation of Liability; Disclaimer of Warranties. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE RELEASED ENTITIES 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 SPONSOR'S SITE AND/OR PARTICIPATION IN THE COMMUNITY EDUCATION AWARD PROGRAM, AND/OR DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE COMMUNITY EDUCATION AWARD PROGRAM. WITHOUT LIMITING THE FOREGOING, THIS COMMUNITY EDUCATION AWARD PROGRAM AND ALL GRANTS ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT. SOME JURISDICTIONS MAY NOT ALLOW THE 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.

10. Disputes; Governing Law. The parties waive all rights to trial in any action or proceeding instituted in connection with these Terms and Conditions, including, without limitation, the Program. Any controversy or claim arising out of or relating to these Terms and Conditions and/or the Program shall be settled by binding arbitration in accordance with the commercial arbitration rules of the Canadian Arbitration Association. Any such controversy or claim shall be arbitrated on an individual basis, and shall not be consolidated in any arbitration with any claim or controversy of any other party. The arbitration shall be conducted in the Province of Ontario, City of Toronto.

THESE TERMS AND CONDITIONS AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF ONTARIO WITHOUT REGARD TO





ITS CONFLICTS OF LAWS RULES. For any matters which are not subject to arbitration as set forth in these Terms and Conditions and/or in connection with the entering of any judgment on an arbitration award in connection with these Terms and Conditions and/or the Community Education Award program, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the provincial and federal courts located in or closest to the City of Toronto, in the Province of Ontario. The parties agree not to raise the defence of forum non conveniens.

11. Use of Data. Sponsor will be collecting personal data (the “Data”) about entrants online. The Sponsor will not use the Data for any purpose other than for the purpose of implementing the Program. The Sponsor shall hold and maintain the Data in confidence and will not communicate the Data to any third party without the explicit consent of the entrant or unless permitted or required by law. By participating in the Community Education Award program, entrants hereby agree to Sponsor’s collection and usage of their personal information and acknowledge that they have read and accepted Sponsor’s Terms and Conditions.

12. Sponsor.

Carton Council Canada

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