

## **CIRCULAR MATERIALS 2024 GOLD BOX CONTEST OFFICIAL CONTEST RULES**

NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN.

1. **SPONSOR: Circular Materials 2024 Gold Box Contest** (the “Contest”) is sponsored by **CIRCULAR MATERIALS** [[Circular Materials](#)] (the “Sponsor”).
  
2. **ELIGIBILITY:** The Contest is open to legal residents of the Regional Municipality of Niagara who reside in a single-unit home and are 18 years of age or older at the time of entry, with the exception of employees of the Sponsor, its parent, related and affiliated companies, subsidiaries, departments or agencies, franchisees, suppliers, advertising and promotional agencies, contest administrators, and any other parties engaged in the development, production or distribution of Contest materials. By participating in this Contest, entrants acknowledge compliance with, and agree to be bound by, these Contest Rules. Entrants who do not comply with any of the Contest Rules are subject to disqualification by the Sponsors, at the Sponsors’ sole discretion.
  
3. **CONTEST DATES AND TIMES:** The Contest begins on Monday, October 21 2024, at 12:00 a.m. EDT and ends on Friday, November 22, 2024, 11:59 p.m. EDT (the “Contest End Date”) after which time the Contest will be closed and no further entries shall be accepted.
  
4. **HOW TO ENTER:** To enter the Contest, you must: submit up to three (3) photos of sorted recycling bins to the submission form on the official contest website ([circularmaterials.ca/goldbox](#)) or via a linktree on Circular Materials’ Instagram and Facebook bio. The submission form will also require first and last name, email, phone number, city/ region, address, postal code, and a check box confirmation verifying residents do not live in a multi-family building. Photos submitted must meet the qualifying criteria: only accepted materials in the blue and grey recycling boxes, materials are properly sorted into paper/cardboard and containers, cardboard is flattened and bundled, no recyclables placed in plastic bags, and materials are placed clean, dry, and loose in the recycling boxes. Each criterion will be weighted at 25%. Fill in the required information on the submission form. One submission per household only. The submission form is the only way to enter the contest.
  
6. **CONTEST RULES:**
  1. The Entrant must submit photos through the contest submission form on the official contest webpage ([circularmaterials.ca/goldbox](#)). Entrants must fill out the required information and they can submit up to three (3) photos total. The information collected via the submission form will be used in accordance with Circular Materials’ [privacy policy](#).

2. This data will not be sold on to third parties. Any attempt or suspected attempt to use robotic, automatic, programmed, or otherwise, illicit means to enter the Contest, or any other methods not authorized by these Contest Rules, for example, but not limited to, creating multiple accounts, identities, or registrations, all in the Sponsor's sole discretion, shall be deemed as tampering and may disqualify you from entering, participating and/or winning a prize. Entries that contain false or incomplete information are void. Entries that are late, lost, stolen, illegible, contain false information, are damaged, misdirected, mutilated, garbled or incomplete, altered or otherwise irregular or that do not conform with or satisfy any or all of the conditions of the Contest Rules are void. By completing an entry, Entrants grant Sponsors a non- exclusive license to use all entries for any purpose. No correspondence will be entered into except with selected entrants. Proof of transmission (screenshots or captures, etc.) does not constitute proof of entry or receipt of an entry.

7. **CONTEST PRIZES:** There are ten (10) prizes available to be won, with one (1) prize per winner consisting of one (1) gold recycling bin, one (1) Circular Materials branded t-shirt, one (1) Circular Materials branded hat, with the approximate retail value of each prize being \$100 CAD. Draws for all prizes will take place on Friday, November 29, 2024 at 10:00am ET. The Prize has no cash value and cannot be exchanged or substituted for any other prize. The Selected Entrants (as defined below) are responsible for all expenses associated with using the Prize(s).

The confirmed winners can each only win one (1) prize during the Contest.

8. **ODDS OF WINNING AND JUDGING PROCESS:** The odds of winning depend on the number of eligible entries received before the Contest End Date and whether the photo submissions meet the judging criteria before being entered into the grand prize drawing.

- A. The panel of judges will consist of:
- Two members from the Circular Materials Operations Team.
  - One member from the Circular Materials Marketing Team.

#### Photo Review and Assessment

- B. The panel will review and assess the photo submissions based on the following qualifying criteria:
- Properly sorted materials into paper/cardboard and containers.
  - Cardboard must be flattened and bundled.
  - Recyclables must be placed clean, dry, and loose in the recycling boxes.

## Photo Submission Guidelines

### C. Unaccepted photo submissions include:

- Photos of recycling boxes with unaccepted recycling materials.
- Materials not properly sorted into paper/cardboard and containers.
- Cardboard that is not flattened and bundled.
- Recyclables placed in plastic bags.
- Recyclables that are not placed clean, dry, and loose in the recycling boxes.

### Random Draw and Winner Selection

- Residents who meet the qualifying criteria will be entered into a random draw.
- Ten winners will be chosen randomly from the qualifying entries.
- Each winner will be provided with a prize.

9. SKILL TESTING QUESTION: Selected Entrants will be required, as a condition to winning a Prize, to correctly answer, without assistance of any kind, the Sponsor's time-limited, mathematical skill-testing question to be administered during the winner announcement email

10. WINNER SELECTION AND CONFIRMATION:

#### **Draw Dates/Winner Contact Dates**

1. Prize draw will be only on the following date(s) - Friday, November 29 2024, at 10:00am EDT.
2. Winners will be contacted within five (5) business days of the Prize draw date.

On each draw date ("Draw Date") outlined above, the Sponsor, or an employee, agent or other representative of the Sponsor, will conduct a random draw from all eligible entries and select the potential winner (the "Selected Entrant"). The Selected Entrant will be deemed a winner if they meet all of the eligibility criteria set out in these Contest Rules. If a Selected Entrant does not meet the eligibility criteria, he/she will be disqualified and will not receive a Prize and another entrant will be selected by way of a random draw from the remaining eligible entries. Before being declared a winner, the Selected Entrant will be required to: (i) correctly answer the Sponsor's skill-testing question; (ii) sign and return the Sponsor's Declaration of Eligibility and Liability/Publicity Release form; and (iii) comply with all other Contest Rules, all in the sole discretion of Sponsor.

The Selected Entrants will be notified within five (5) business days of the draw and will be contacted by email using the contact information provided at the time of entry into the Contest, in Sponsor's sole discretion, and up to three attempts will be made within 48

hours following the draw. A Selected Entrant that does not or cannot accept the Prize may be forfeited and a new Selected Entrant selected by random draw, in the Sponsor's sole discretion. The Sponsor's acceptance form must be received by Sponsor no later than Friday, November 22 at 11:59 p.m. EDT. Sponsor is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for the Sponsor to receive a Selected Entrant's response.

Disputes regarding identity of entrant: If the identity of a Selected Entrant is disputed, the entry will be deemed to have been submitted by the Authorized Account Holder (the individual assigned to the e-mail address or, if applicable for entry, social media handle associated with the entry). Each Selected Entrant may be required to provide proof that he/she is the Authorized Account Holder associated with the selected entry.

11. **RELEASE AND INDEMNIFICATION:** The winner must sign the Sponsor's Declaration of Eligibility and Liability/Publicity Release form to: (i) confirm compliance with the Contest Rules; (ii) agree to accept the Prize as awarded; (iii) release, discharge and hold harmless on behalf of him or herself, the Sponsor, its departments and agencies, parent, related and affiliated companies, subsidiaries, franchisees, advertising and promotional agencies, counsel, marketing partners, Facebook, Instagram, and Twitter and each of their respective directors, officers, employees, shareholders, successors, sponsors, partners, licensees, subsidiaries, agents, artists, advisors, assignees, and all others associated with the administration, development and execution of the Contest (the "Released Parties") from and against any and all manner of action, cause of action, claim or demand, loss or injury, use or misuse of a prize or any travel related thereto, and the use of the Entry by the Sponsor, suit, debt, covenant, contract, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract and fundamental breach, failure of any third party contractor or supplier used in connection with any aspect of the Contest to perform or deliver any goods or services, any act of God or any other event beyond the Released Parties' control, any dissatisfaction of any kind by a winner with any aspect of the Contest or any Prize, liability for physical injury, death, or property damage which the entrants, guests, their heirs, successors or assigns have, might have or could have suffered, by reason of or arising out of the entrant's participation in the Contest and/or in connection with the acceptance and/or exercise by the entrant of the Prize as awarded; and (iv) indemnify the Released Parties against any loss, damage or expense, including legal fees, that any of the Released Parties may suffer or incur as a result of any non-compliance by an entrant with any of the Contest Rules or participation in the Contest and/or in connection with the acceptance and/or exercise by an entrant of a prize and the use of the Entry by Sponsor.

The Sponsor nor any of the Released Parties, are in any way responsible for: (i) incorrect or inaccurate entry information which may affect a person's ability to participate in the Contest or be awarded a Prize, including but not limited to human error, technical malfunctions, lost or delayed entries for any reason, mail failures, omission, or any

combination thereof, and entries which fail to fully comply with these Contest Rules; (ii) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (iii) lost, incomplete, delayed, mutilated or misdirected entries or Declaration and Release forms; (iv) injury or damage to the entrant's computer or to any other individual's computer related to or resulting from participating in, or downloading any material regarding the Contest or accepting a prize; (v) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any Prize, including any travel related thereto and the use of the Entry by Sponsor; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; or (vii) late, lost, misdirected or unsuccessful efforts to notify a potential winner.

12. OTHER CONDITIONS: The Sponsor reserves the right to terminate or amend this Contest at any time and in any way, without prior notice. Without limiting the foregoing, if, for any reason, the Contest is not capable of running as originally planned for any reason, the Sponsor reserves the right to cancel the Contest and conduct a random draw from all previously received eligible entries received by the Contest End Date.

Publicity and entrant information: By participating in the Contest, entrants consent to the use of their name, address, postal code, telephone number, social media handles, comments and image, whether on videotape, photograph or any other means, for the administration of this Contest or any publicity carried out by the Sponsor, without further notice or compensation. Entrants also consent to the use of their name, address, postal code, telephone/cell number, and/or social media handles to receive promotional communications from Circular Materials.

Law: The Contest is void where prohibited by law and is governed exclusively by the laws of the Province of Ontario, Canada, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules.

Rule amendments: The Sponsor reserves the right, in its sole discretion, to amend or modify these Contest Rules, or modify, cancel or suspend this Contest, without prior notice for any reason whatsoever, including without limitation in the event that any cause beyond the reasonable control of the Sponsor corrupts, or threatens to corrupt, the security or proper administration of the Contest.

Intellectual Property: All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor, and used with their

permission. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.

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