



# Official Rules - 2018-2019 Universal League Annual Collection Contest

**NO PURCHASE OR PAYMENT NECESSARY TO ENTER OR WIN. INTERNET ACCESS REQUIRED. CONTEST SUBJECT TO THESE OFFICIAL RULES POSTED AT [www.PepsiCoRecycling.com](http://www.PepsiCoRecycling.com). CONTEST IS VOID IN ME, NY, MI, VT, MA, HI, IA, OR, CT, CA, AND WHERE PROHIBITED. PROMOTIONS SHALL BE CONSTRUED AND EVALUATED ACCORDING TO THE LAWS OF THE STATE OF NEW YORK.**

1. **CONTEST PERIOD:** The Universal League Annual Collection Contest (collectively, the “**Promotion**”) will begin at 12:00:00 a.m. ET on September 4, 2018 and will end at 11:59:59 p.m. ET on April 26, 2018 (the “**Promotional Period**”).

Please note that Sponsor intends to display a Collection Contest Leaderboard during the Promotional Period at [www.PepsiCoRecycling.com/Programs/RecycleRally](http://www.PepsiCoRecycling.com/Programs/RecycleRally) (the “**PepsiCo Recycling Website**”) and this is subject to change at any time without notice. The Leaderboard is not the official determinant of prize winners and in the event of a conflict, Sponsor reserves the right to determine potential prize winners. Official winners will be determined after all data is validated by Sponsor.

2. **ELIGIBILITY:** The Promotion is open to all public and private schools that serve any grades between kindergarten and 12<sup>th</sup> grade, which apply and are accepted into the Universal League of the Recycle Rally program (see below for how to enter Recycle Rally program). Schools that have been accepted into the Promotion will be referred to herein as “**Participants**”. By participating in the Promotion, each Participant unconditionally accepts and agrees to comply with and abide by these Official Rules and the decisions of Pepsi-Cola Management & Administrative Services, Inc. (“the “**Sponsor**”), whose decisions shall be final and binding and non-appealable in all respects in Sponsor’s sole discretion. The webmaster is the official time-keeper of the Promotions. Internet access and application on the PepsiCo Recycling Website (defined below) or other website designated by Sponsor is required. Sponsor is not responsible for incomplete or missing information. At certain times during the Promotional Period, Sponsor may send out regular communications containing updates including but not limited to status of awards. Participant is responsible for ensuring that Sponsor receives Participant’s designated contact(s) for receipt of the foregoing communications. Under no circumstance shall Sponsor be responsible for any misdirected messages or any other circumstance causing Participant to not receive or respond to Sponsor’s communications. Sponsor reserves the right to disqualify you from the Promotion for failure to keep your Account current or lack of active participation in the Program in Sponsor's sole discretion. Limit one (1) registered Application per school.

Schools are also required to apply and be accepted into Universal League of the Recycle Rally program and create a Recycle Rally Account (“**Account**”) by visiting the PepsiCo Recycling Website or other website designated by Sponsor during or before the Promotional Period. Participants must have reported recycling activity at the PepsiCo Recycling Website within two months of the end of Promotion or the entry is void.

**To participate in the Recycle Rally program:** Schools will need to follow the directions contained in the **User Guide**, which may be downloaded from the online Recycle Rally Resource Library by logging in at [www.PepsiCoRecycling.com](http://www.PepsiCoRecycling.com). Participants are required to utilize a recycling process that is accepted by PepsiCo Recycling. Recyclables may be picked up from your school by a



# Official Rules - 2018-2019 Universal League Annual Collection Contest

reputable recycling hauler or may be hauled by staff or volunteers to a local recycling center.

**3. HOW TO ENTER:** Report recycling activity in your online Account at the PepsiCo Recycling Website using the bag count tally method. Participants that have been accepted into the Promotion by Sponsor will be competing with other schools to determine which school can recycle the greatest estimated total of non-alcoholic beverage containers (i.e., plastic bottles made of Plastic #1 - PET or PETE, Plastic #2 - HDPE, and aluminum cans) during the Promotional Period. Participants will compete against all other enrolled Universal League participants. Participants that join the Promotion after the official start date of September 4, 2018 will begin with a collection total of zero but may compete against all other schools that are actively enrolled in Recycle Rally's Universal League. The school that collects and reports the greatest number of estimated containers at the PepsiCo Recycling Website via the bag count tally method during the specified period shall earn 1<sup>st</sup> Place. The school that collects and reports the second most shall earn 2<sup>nd</sup> Place, and will continue through 25<sup>th</sup> place. Participants will be credited with a number of bottles and cans based upon their entries into the Report Recycling portal on the PepsiCo Recycling account page. Sponsor has sole authority to determine the estimated number of bottles and cans, and will base the estimate upon the inputs provided by each Participant, including number of bags/bins, size of bag(s)/bin(s), and approximate mix of contents within bag(s)/bin(s). Estimates of containers will be rounded to the nearest whole bottle or can. Please note that the bag count tally method via the Report Recycling portal is the only method of entry in the Promotional Period regardless of the actual number of containers collected by a Participant. Proper instructions must be followed as described in the User Guide and any instructional materials provided by Sponsor. Bottles and cans may be collected and recycled at offsite locations, but if materials are not recycled via a receptacle at Participant's school or local recycling center then Participant must note each of the locations at which the materials are recycled and Sponsor reserves right to disqualify portions or all of Participant's recycling totals if it is not clear that the material will be recycled rather than landfilled. In order to count materials collected off site, at least one representative from the school (i.e. student, teacher, parent, administrator, or staff member) must be involved in handling (sorting, transporting, and/or tallying) the material. Schools shall designate or identify eligible materials as set forth in the program User Guide.

Participants participating in the 2018-2019 Universal League Collection Contest may not combine or align collections or efforts with other schools participating in the 2018-2019 Recycle Rally programs. However, working with other non-participating schools or outside entities is permitted. In the event of a tie for the Grand Prize Award, the schools in the tie will compete for an additional one-week period (as determined in the sole discretion of Sponsor), and the school that collects the highest estimated number of cans and bottles of such recycled materials during that one-week period shall be deemed the Promotion's Grand Prize Award winner. All calculations of recycled containers shall be conducted by Sponsor and all final determinations are at the sole discretion of Sponsor.

**4. END OF YEAR COLLECTION CONTEST PRIZES:** Twenty-five (25) Prizes will be awarded to the "Top 25" Participants who collect and recycle the greatest number of non-alcoholic beverage containers (i.e., plastic bottles made of Plastic #1 - PET or PETE or Plastic #2 - HDPE, and aluminum cans) during the Promotional Period. Prizes will be issued in the form of a check made payable to the school if over \$500 or in the form of a pre-paid credit card if \$500 or less. Pre-paid credit cards are subject to terms and conditions, which will be disclosed to winners at the time of award. They may expire within a timeframe of one year or less and will not be replaced if expired. Lost or un-deposited



# Official Rules - 2018-2019 Universal League Annual Collection Contest

checks will not be replaced after a period of 1 year. Value of each prize is determined by place level, as listed below. Total ARV of all prizes combined is: **\$40,250**. Winners will not be notified immediately.

## END OF YEAR - "TOP 25" PRIZES

Prize Level	Cash Prize Value
1st Place	\$5,000
2nd Place	\$4,000
3rd Place	\$3,000
4th Place	\$2,500
5th Place	\$2,000
6th Place	\$1,900
7th Place	\$1,800
8th Place	\$1,750
9th Place	\$1,700
10th Place	\$1,600
11th Place	\$1,500
12th Place	\$1,500
13th Place	\$1,500
14th Place	\$1,500
15th Place	\$1,500
16th Place	\$1,000
17th Place	\$1,000
18th Place	\$1,000
19th Place	\$1,000
20 <sup>th</sup> Place	\$1,000
21 <sup>st</sup> Place	\$500
22 <sup>nd</sup> Place	\$500
23 <sup>rd</sup> Place	\$500
24 <sup>th</sup> Place	\$500
25th Place	\$500
<b>Total Cash Prizes</b>	<b>\$40,250</b>

**5. GENERAL CONDITIONS ON PRIZES:** No substitutions of prizes are offered; no transfer of prize to a third party is permitted. Prize-recipient schools are responsible for all applicable federal, state, and local taxes, if any, on a prize. Prize-recipient school may receive an IRS Form 1099 for the



# Official Rules - 2018-2019 Universal League Annual Collection Contest

retail value of the prize. Please contact your tax advisor for further advice. Sponsor shall not provide tax advice. All other expenses on the receipt and use of the prize not specifically mentioned herein are the sole responsibility of winners. Any portion of a prize not accepted by winner will be forfeited. If check is lost or not cashed within 90

**6. WINNER NOTIFICATION:** All potential winners will be notified by email or phone. All potential winners must reply to Sponsor within seventy-two (72) hours, acknowledging receipt of the notification or such potential winners may be disqualified at Sponsor's sole discretion. Prize winner may be required to initial each page and sign the final page of an Affidavit of Eligibility/Liability Release and return all pages with (where lawful) a publicity release within ten (10) days of attempted winner notification following the date of the Affidavit. Failure to return any required documents within such ten (10) day period will result in prize forfeiture, and an alternate winner shall be selected. Unless otherwise noted, allow twelve (12) to sixteen (16) weeks for delivery of prize by mail following completion of notification process and submittal of all required documents by Participant. Prizes will only be delivered to addresses within the United States. The Sponsor is not responsible for delays in receiving or responding to winner email notifications and such winner may be disqualified at Sponsor's sole discretion. If the potential winner returns paperwork and does not receive a confirmation of receipt from Sponsor within 24 hours, then the potential winner must call the Recycle Rally help desk to follow up or may be subject to non-eligibility at Sponsor's sole discretion.

**7. LIMITATIONS OF LIABILITY:** No responsibility or liability is assumed by the Sponsor for technical problems or technical malfunction of any kind whatsoever which may affect the operation of the Promotion in any way whatsoever, including but not limited to the following: hardware or software errors; faulty computer, scales, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or mobile phone communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail or text messaging transmissions to be sent or received; lost, late, delayed or intercepted e-mail or text messaging transmissions; inaccessibility of any website in whole or in part for any reason; traffic congestion on the Internet or any website; unauthorized human or non-human intervention of the operation of the Promotion, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Promotion, or loss, miscount, misdirection, inaccessibility or unavailability of any registration used in connection with the Promotion. Sponsor shall not be responsible for any typographical or printing errors, any indication of the number of recycled material, any display or announcement of prizes or these Official Rules, or any inaccurate or incorrect data published on any website (or elsewhere), including without limitation, the number of entries entered in any particular drawing, or any personal injury or property damage or losses of any kind which may be sustained to user's or any other person's computer equipment or mobile phone equipment resulting from online participation in the Promotion. Use of any website associated with the Promotion is at each user's own risk. **WITHOUT LIMITING THE FOREGOING, EVERYTHING ON ANY WEBSITE ASSOCIATED WITH THE PROMOTION IS PROVIDED "AS IS", WITHOUT ANY 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.** Under no circumstances will Sponsor be liable for punitive exemplary, special, indirect, incidental, consequential, or any other damages.

**8. MODIFICATION:** In no event will Sponsor be obligated to award more prizes or rewards than the number stated in these Official Rules. If for any reason Sponsor determines in its sole



# Official Rules - 2018-2019 Universal League Annual Collection Contest

discretion that the Promotion is no longer capable of running as intended by these Official Rules for any reason whatsoever, including but not limited to, any occurrences described above, or any other causes which may corrupt or impair the integrity, security, fairness or proper conduct of the Promotion, Sponsor, at its sole discretion, reserves the right to cancel, terminate, suspend, postpone, delay or modify the Promotion in whole or in part, including without limitation, any means of entry, at any time. In such event, Sponsor shall immediately suspend the Promotion and Sponsor reserve the right to award any remaining prizes (up to the total set forth in these Official Rules) in a manner deemed fair and equitable by Sponsor, such as by way of example and not by way of limitation, in a random drawing from among the eligible entries received up to the time of the impairment, and neither Sponsor nor those acting on its behalf in connection with the Promotion ("**Administrators**") shall have any further liability to any Participant in connection with the Promotion.

**9. CONDUCT:** By participating in this Promotion, each Participant hereby agrees to be bound by each of these Official Rules and the decisions of the Sponsor which shall be final and binding and non-appealable in all respects. Failure by any Participant to comply with these Official Rules may result in disqualification. Sponsor reserves the right at its sole discretion to (a) disqualify any school or person from participating in any aspect of Promotion if Sponsor and/or its Administrators deems or suspects that such school or person has engaged in or has attempted to engage in any of the following: (i) acting in violation of these Official Rules or the terms and conditions of any website associated with the Promotion; or (ii) damaging, tampering with or corrupting the operation of the Promotion; or (iii) acting with intent to annoy, harass or abuse any third person including other Participants; or (iv) using of any automated bot, script or other robotic, mechanical, programmed or automated devices to submit data to any website associated with the Promotion through online, text messaging or phone-in means or any forms of hacking (v) failing to comply with Sponsor's audit requirements to verify the amount of recycled materials collected at a school; or (vi) repeated attempts to enter, void, or fraudulent or duplicate weight report in its account, as determined by Sponsor; or (vi) any unsportsmanlike, inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (vii) any activity deemed in the sole discretion of Sponsor and its Administrators to be generally inconsistent with the intended operation of the Promotion. Sponsor reserves the right at its sole discretion to adjust contest points by any amount based on audit results or any other basis in order to maintain the integrity of the Promotion. **ANY ATTEMPT BY A PERSON TO DELIBERATELY DAMAGE OR CORRUPT ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR AND ITS ADMINISTRATORS HEREBY RESERVE THE RIGHT TO PROSECUTE AND SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT OF THE LAW.** Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

**10. RELEASE:** All Participants, as a condition of participation in this Promotion, agree to release Sponsor and its affiliates from and against any and all liability, claims or actions of any kind whatsoever for injuries, damages, or losses to persons or property which may be sustained in connection with: (a) accessing any Promotion-related website(s); (b) participating in any aspect of the Program; (c) the receipt, ownership or use of any prize awarded or reward received; (d) preparing for, participating in or traveling to or from any prize-related activity; or (e) any typographical or other error in these Official Rules or the announcement of offering of any prize. Sponsor makes no representations or warranties of any kind concerning the appearance, safety or performance of any prize. Each prize winner bears all risk of loss or damage to any prize after it has been delivered. Except where prohibited by law, each prize-winning school hereby grants to Sponsor the right to print, publish, broadcast and use worldwide in any media whether now known or



# Official Rules - 2018-2019 Universal League Annual Collection Contest

hereinafter devised (including without limitation the use online at any website(s) owned, controlled and/or operated by a Sponsor) such prize winner's name, address, statement, picture or other likeness, without additional compensation, for any and all public relations, advertising and similar purposes as may be determined by Sponsor.

**11. DISPUTES:** This Promotion is governed by the laws of the United States and the State of New York, without respect to conflict of law doctrines. As a condition of participating in this Promotion, you agree that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or in connection with this Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in New York having jurisdiction. Further, in any such dispute, under no circumstances will Participants be permitted to obtain awards for, and all Participants hereby waive all rights to claim, punitive, exemplary, special, indirect, incidental or consequential damages, including attorneys' fees, other than Participant's actual out-of-pocket expenses (e.g. costs associated with entering), and all Participants hereby further waive all rights to have damages multiplied or increased. **SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. CHECK YOUR LOCAL LAWS FOR ANY RESTRICTIONS REGARDING THESE LIMITATIONS.**

**12. WINNERS' LIST:** Promotion winners may at Sponsor's sole discretion be posted on the program's website: [www.PepsiCoRecycling.com/RecycleRally](http://www.PepsiCoRecycling.com/RecycleRally). Additionally, the Sponsor reserves the right to post in additional locations.

**13. SPONSOR:** Pepsi-Cola Management & Administrative Services, Inc., 1111 Westchester Avenue, White Plains, NY 10604