

**Coral Gables Mint Wellness Center Cycle Rewards Leaderboard Program  
Full Official Rules**

**CORAL GABLES MINT WELLNESS CENTER CYCLE REWARDS LEADERBOARD PROGRAM (“PROGRAM”) IS OPEN ONLY TO LEGAL RESIDENTS OF FLORIDA WHO ARE EIGHTEEN (18) YEARS OF AGE OR OLDER AS OF DATE OF ENTRY. VOID OUTSIDE THE UNITED STATES OR WHERE PROHIBITED BY LAW. PROMOTION IS GOVERNED EXCLUSIVELY BY THE LAWS OF THE UNITED STATES.**

**BY ENTERING, YOU AGREE TO THESE OFFICIAL RULES, WHICH ARE A BINDING CONTRACT, SO READ THEM CAREFULLY BEFORE ENTERING. WITHOUT LIMITATION, THIS CONTRACT INCLUDES CERTAIN RELEASES FROM YOU AND A LIMITATION OF YOUR RIGHTS AND REMEDIES, INCLUDING A WAIVER OF YOUR RIGHT TO A TRIAL BY JURY.**

**1. ELIGIBILITY:**

The Promotion is open to all legal residents of Florida who are 18 years of age and older at time of entry.

Notwithstanding the foregoing, the following individuals and members of their families (parents, grandparents, children, siblings, spouses) and immediate household members (whether related or not) are not eligible for participation: Employees, contractors, directors, officers and agents of RTS Holding, Inc. (“Sponsor”), and its affiliates and subsidiaries, advertising and promotion agencies, wholesale distributors, retail licensees, all other service and governmental agencies and their employees involved with the Promotion, DataWolf Software, City of Coral Gables Office of Sustainability, Florida Beverage Association, Mint Wellness Center and each of their parent, subsidiary, and affiliated companies, and Sponsor’s advertising and promotional agencies. All federal, state, and local regulations apply.

**2. START/END DATES:**

The Promotion begins at 12:01 AM United States Eastern Time (“ET”) on September 16, 2023 and ends at 11:30 PM ET on November 15, 2023 (the “Promotion Period”).

**3. HOW TO ENTER:**

Head to a designated CYCLE machine and follow the on-machine instruction to recycle a plastic or metal beverage container. Once the container is accepted by

the machine, a QR Code will populate on the machine screen. Scan the QR code, click on the link and follow the prompts to enter the Promotion.

You must fully complete the registration, which may include your first and last name, date of birth, zip code, daytime telephone number (including area code), and e-mail address. Carrier's standard messaging and data rates apply.

Entries will be tracked on a public-facing leaderboard, located at [cycletechnology.com/coral-gables-leaderboard/](http://cycletechnology.com/coral-gables-leaderboard/) (the "Leaderboard"). Throughout the Promotion Period, the Leaderboard will display the ten (10) entrants who have submitted the most Entries during the Promotion Period. At the conclusion of the Promotion Period, the ten (10) entrants who have submitted the most Entries and who are reflected on the Leaderboard shall be deemed the winners of the Promotion.

Each entrant's Entries will be tracked with reference to the e-mail address used to enter; all Entries made with the entrant's email address will be counted as that entrant's Entries, and all Entries made with different email addresses will be reflected as Entries by different entrants. Entrants will not be able to combine Entries submitted under different email addresses.

By submitting an entry, entrants fully and unconditionally agree to be bound by these Official Rules and the decisions of Sponsor and its appointed agents, which will be final and binding in all matters relating to the Promotion.

Entrants acknowledge and agree that, if they are one of the top ten (10) entrants at any given time during or after the Promotion Period, their protected email will be listed publicly on the Leaderboard, which may appear on Sponsors or other third parties' websites. Entrants will not be permitted to remove their names from the Leaderboard. Sponsor reserves the right to remove any entrant's name from the Leaderboard if Sponsor determines, in its sole discretion, that the entrant has submitted a false name.

By participating and submitting an entry, entrant agrees that Sponsor and any participating parties are authorized to contact entrant via e-mail to make entrant aware of information pertinent to the Promotion, and to distribute information regarding featured products, special events, promotional offers, or coupons. Entrants may opt out of any further e-mail communication at any time following the provided opt-out instructions.

#### **4. PRIZES:**

The ten (10) entrants who submitted the most Entries during the Promotion Period, as reflected on the Leaderboard, will receive the following prizing based on entries: Leaderboard positions one through five (1 – 5) will each receive one (1) voucher for a 50 minute massage. Approximate retail value ("ARV") of each prize: \$140.

Leaderboard positions six through ten (6 – 10) will each receive one (1) voucher for a hydrating facial. ARV of each prize: \$120.  
ARV of all prizes: \$1,300.

No part of any prize includes any alcoholic beverages. All Promotion prize details are at Sponsor's sole discretion. Prizes are not transferable or redeemable for cash. No substitutions of prizes by winners allowed, but Sponsor reserves the right to substitute a prize of equal or greater value at its sole discretion. The winner is strictly prohibited from auctioning, trading or otherwise transferring the Prize unless Sponsor consents in writing. No more than the stated number of Prize(s) will be awarded. The Released Parties are not responsible for and Winner will not receive the difference, in any, between the actual value of the Prize at the time of award and the stated ARV in these Official Rules or in any Promotion-related correspondence or material.

All expenses and travel costs incurred as a result of seeking, winning, and/or making use of a prize are the sole responsibility of winner. Any expense or cost not expressly stated in the description of the prizes set forth above is the sole responsibility of winner.

**All federal, state, and local taxes, fees, and surcharges on any prize are the sole responsibility of winner of the prize.**

#### **5. WINNER SELECTION, NOTIFICATION, AND VERIFICATION:**

Winners will be notified on or around November 16, 2023 via email. If any potential winner cannot be reached within Seven (7) Days of first email notification attempt, if any prize or prize notification is returned as undeliverable, if any potential winner rejects his/her prize, or in the event of noncompliance with these Official Rules, such prize will be forfeited and an alternate winner will be selected from among all remaining eligible entries. Upon forfeiture of any prize, no compensation will be given. Limit one (1) prize per person or household.

All potential winners may be required to sign and return, where legal, a Declaration of Eligibility and Liability/Publicity Release within three days of notification that he/she is a potential winner. No potential winner will be an official winner until his/her Declaration of Eligibility / Release of Liability has been returned and eligibility has been formally verified by Sponsor. If any potential winner fails to comply with these Official Rules and/or to submit the required documentation within the designated time period, he/she will be automatically disqualified and the prize may be awarded to an alternate winner.

#### **6. LICENSE AND RELEASE:**

Participation in the Promotion and acceptance of prize constitute winner's and guest's permission for Sponsor or its agents to photograph, film, and record each

winner and guest and to use his/her name, address (city and state), likeness, photograph, voice, biographical information, and/or any statements made by each winner and guest regarding the Promotion or Sponsor for purposes of trade, publicity, or promotion without notice or additional compensation, except where prohibited by law, including without limitation by using the entrant's name on the Leaderboard. By participating and/or accepting a prize, entrants, winner(s), and guest(s) acknowledge and agree to release and hold harmless Sponsor, Sponsor's advertising and promotional agencies, DataWolf Software, and their respective parent companies, subsidiaries, affiliates, partners, representatives, agents, successors, assigns, employees, officers, and directors ("Released Parties") from any and all liability for loss, harm, damage, injury, cost, or expense whatsoever, including, without limitation, property damage, personal injury, and/or death that may occur in connection with, preparation for, travel to, or participation in the Promotion, or participation in, possession, acceptance, and/or use or misuse of any prize or participation in any Promotion-related activity, including, but not limited to, any claims based on publicity rights, defamation or invasion of privacy, and merchandise delivery. Sponsor shall not be responsible for any cancellations, delays, diversions, substitutions, or omissions whatsoever by any other persons providing any services to winner, including any results thereof, such as changes in services or location necessitated by same. Sponsor is not responsible if any part of a Promotion prize cannot be awarded due to acts of God, acts of war, natural disasters, weather, or acts of terrorism. Sponsor shall not be liable for any loss or damage to personal belongings. Entrants who do not comply with these Official Rules or who attempt to interfere with this Promotion in any way shall be disqualified. There is no purchase required to participate in the Promotion or to win any prize in the Promotion. A purchase does not increase odds of winning.

## **7. ADDITIONAL TERMS:**

Sponsor reserves the right to alter, suspend, or terminate the Promotion at any time and with or without notice if, in Sponsor's sole discretion, the integrity of the Promotion becomes or is likely to become compromised in any way. In the event the Promotion is terminated prematurely, all eligible entries received prior to the Promotion termination or suspension date will be included in the next prize drawing. No automated devices, bots, and/or other programs and/or software are permitted. All entries become the sole and exclusive property of Sponsor and will not be acknowledged or returned. No mass or mechanically reproduced, photocopied, altered, or forged entries will be allowed. Delivery of a prize will require a street address located within the fifty (50) United States or the District of Columbia (except those states where the Promotion is prohibited). Sponsor is not responsible for lost, late, illegible, stolen, torn, altered, incomplete, invalid, unintelligible, misdirected, technically corrupted, garbled, or postage-due entries, which will be disqualified, or for problems of any kind, whether mechanical, human, or electronic. Only fully completed entries are eligible. Proof of submission will not be deemed to be proof of receipt by Sponsor.

In case of a dispute as to the identity of any entrant, an entry made by Internet will be deemed made by the authorized account holder of the e-mail address used to enter. The "authorized account holder" is deemed the natural person who is assigned to an e-mail address by an internet service provider, or other online organization that is responsible for assigning email addresses. A potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the telephone number associated with the winning entry.

If for any reason the Promotion is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, automated entries, requests, fraud, technical failure, human error, or any other cause beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity, or proper conduct of the Promotion, Sponsor reserves the right, in its sole discretion, to disqualify any individual who tampers with the entry process and to cancel, terminate, modify, or suspend the Promotion. Sponsor assumes no responsibility for any error, omission, interruption, telephone or other communications malfunctions, deletion, defect, delay in operation or transmission, communications line failure, or theft or destruction of, unauthorized access to, or alteration of entries. Sponsor is not responsible for any problems or technical malfunctions of any telephone networks or lines, computer online systems, servers, or providers, computer equipment, software, failure of any e-mail or entry to be received by Sponsor on account of technical problems or traffic congestion on the Internet or at any website, any combination thereof, or otherwise, including any injury or damage to entrant's or any other person's computer related to, or resulting from, participation or downloading of any materials in the Promotion.

Sponsor and its agents are not responsible for printing, distribution, or production errors and may, in their sole discretion, rescind, cancel, suspend, modify, or revoke this Promotion based upon any such error without liability. If by reason of a printing, computer, or other error more prizes are awarded in a prize category than the number set forth in these Official Rules, all persons purportedly making valid claims will be included in a random drawing to award the advertised number of prizes available. In no case will more than the advertised number of prizes be awarded. Antifraud detection devices may be used for verification purposes. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Promotion materials and the terms and conditions of the Official Rules, the Official Rules shall prevail, govern and control.

In the event Sponsor is prevented from continuing with the Promotion by any event beyond its control, including, but not limited to, fire, flood, epidemic, earthquake, explosion, labor dispute or strike, act of God or public enemy, communications or equipment failure, utility or service interruptions, riot or civil disturbance, terrorist threat or activity, war (declared or undeclared), interference with the Promotion by any party, or any federal, state, local or provincial government law, order, or regulation, order of any court or jurisdiction, or other cause not reasonably within

Sponsor's control (each a "Force Majeure" event or occurrence), Sponsor shall have the right to modify, suspend or terminate the Promotion or Prize, as applicable. Sponsor shall further have the right to modify, suspend, or terminate the Promotion or Prize, as applicable, if in Sponsor's sole discretion the same should become adversely affected by the COVID-19 pandemic, including without limitation due to any cancellations of Coral Gables Promotion as applicable.

Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Headings are solely for convenience and will not be deemed to affect in any manner the meaning or intent of the documents or any provision hereof.

**Caution: Any attempt by an entrant to deliberately damage any website or undermine the legitimate operation of the Promotion may be a violation of criminal and civil laws, and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.**

IN NO EVENT WILL THE RELEASED PARTIES BE RESPONSIBLE OR LIABLE FOR ANY DAMAGES OR LOSSES OF ANY KIND, INCLUDING DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES ARISING OUT OF ENTRANT'S ACCESS TO, AND USE OF, THE WEBSITES AND/OR THIS PROMOTION, OR ENTRANT'S DOWNLOADING FROM AND/OR PRINTING MATERIAL DOWNLOADED FROM ANY WEBSITES ASSOCIATED WITH THE PROMOTION.

## **8. DISPUTES AND GOVERNING LAW:**

The parties waive all rights to trial in any action or proceeding instituted in connection with these Official Rules, including, without limitation, the Promotion. Any controversy or claim arising out of, or relating to, these Official Rules and/or the Promotion shall be settled by binding arbitration in accordance with the commercial arbitration rules of the American 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 New York, NY.

THESE OFFICIAL RULES AND THE INTERPRETATION OF ITS TERMS SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK WITHOUT REGARD TO ITS CONFLICTS OF LAWS AND RULES. For any matters that are not subject to arbitration as set forth in these Official Rules and/or in connection with the entering of any judgment on an arbitration award in connection with these Official Rules and/or the Promotion, the parties irrevocably submit and consent to the exclusive jurisdiction and venue of the state and federal courts located in or closest to New York, NY. The parties agree not to raise the defense of forum non conveniens.

**9. USE OF DATA:**

Sponsor will be collecting personal data about entrants online, in accordance with its Privacy Policy. Please review Sponsor's Privacy Policy at <https://www.rts.com/privacy/> By participating in the Promotion, entrant hereby agrees to Sponsor's collection and usage of his/her personal information and acknowledges that he/she has read and accepted Sponsor's Privacy Policy.

**10. LIST OF WINNERS:**

To obtain a list of winners, send a self-addressed, stamped envelope, with sufficient postage, to RTS – Recycle Track Systems, INC, Re: CYCLE Coral Gables Mint Wellness, 115 Broadway, 14<sup>th</sup> Floor, New York City, NY 10006. All requests for a list of winners must be postmarked by November 30, 2023 and received by December 15, 2023.

**11. SPONSOR:** RTS Holding, Inc.