

## COMMUNITY PARTNERSHIP PROGRAM TERMS AND CONDITIONS

### 1. Description

- 1.1. The Community Partnership Program (the CPP) is a program funded by Alberta Beverage Container Recycling Corporation (ABCRC), which is responsible for the common collection system for beverage containers in Alberta.
- 1.2. The purpose of the CPP is to build community awareness and understanding of how ABCRC responsibly stewards beverage containers sold or distributed in Alberta in an environmentally sustainable manner, and to enable the community partners to make their impact toward sustainability.
- 1.3. Under the CPP, qualified Applicants (as described in Section 2 - Eligibility) receive beverage container recycling infrastructure, school supplies, matching refunds and/or event attendance, free of charge. Offerings are subject to change based on resource availability.
- 1.4. The terms and conditions outlined in these terms and conditions govern the provision by ABCRC of beverage container recycling infrastructure, school supplies, matching refunds and event attendance, as applicable. A breach or default of these terms and conditions may result in the disqualification of a CPP application or the expulsion of an Applicant from the CPP.

### 2. Eligibility

- 2.1. An Applicant for beverage container recycling infrastructure resources must be one of the following:
  - 2.1.1. A municipality in Alberta;
  - 2.1.2. A not-for-profit society, company or other organization organized under the laws of Alberta and operating in Alberta;
  - 2.1.3. A community organization serving a community in Alberta;
  - 2.1.4. A primary, secondary or post-secondary school located in Alberta; or
  - 2.1.5. An Alberta event, which means a planned, time-limited activity that brings members of the Alberta public together for a cultural, recreational, sporting, educational or community engagement purpose, such as concerts, festivals, sporting events or tournaments, or educational or awareness-raising events.
- 2.2. An Applicant for school supplies must be a primary or secondary school located in Alberta.
- 2.3. An Applicant for matching refunds must be an Alberta not-for-profit organization as described under Section 2.1.2 above.
- 2.4. If the Applicant has been a past program recipient, the Applicant (Participant) must be in good standing with the CPP, which includes, without limitation:
  - 2.4.1. Having not been the subject of complaints related to services to which the Applicant has committed under Section 8 - Collection and Returns;
  - 2.4.2. For matching refunds, having reported collection volumes in accordance with Section 9 - Reporting and Payment;
  - 2.4.3. For beverage container recycling infrastructure resources and school supplies:
    - 2.4.3.1. Not using bins for anything other than beverage container recycling (in accordance with Section 8 - Collection and Returns) while branded with ABCRC's logo; and
    - 2.4.3.2. Not disposing of beverage container recycling infrastructure and school supplies appropriately when no longer useful (in accordance with Section 5 - Infrastructure and Supplies).
- 2.5. Once an eligible Applicant is accepted into the CPP, they are thereafter referred to as CPP "Participants".

### 3. Privacy

Personal and organizational information collected through the CPP will be used solely for program administration, communication and compliance purposes, in accordance with applicable privacy laws.

### 4. Right to Refuse

- 4.1. ABCRC, at its sole and unfettered discretion, has the right to refuse program entry or expel from the program any Applicant or Participant at any time and for any reason. For illustration purposes only, reasons for exclusion from the CPP include:
  - 4.1.1. An Applicant or Participant becoming ineligible pursuant to Section 2 - Eligibility;
  - 4.1.2. An Applicant submitting a fraudulent application to ABCRC;
  - 4.1.3. An Applicant or Participant is found to have engaged or is currently engaging in fraudulent, illegal or unacceptable activities, such as promoting hatred, discrimination, or violence;
  - 4.1.4. A Participant makes false statements or claims during their participation in the CPP.
- 4.2. Prior recipients of matching refunds are not guaranteed future admission to the CPP. Participants may reapply at any time, but will only be granted admission to the CPP once per calendar year. For matching refunds, new Applicants will be prioritized over Applicants who previously received matching refunds under the CPP.
- 4.3. Prior recipients of beverage container recycling infrastructure may reapply in the same calendar year should they require additional resources. ABCRC has the right to accept or refuse such applications, at its sole and unfettered discretion.

### 5. Infrastructure and Supplies

- 5.1. CPP beverage container recycling infrastructure, school supplies, matching refunds and event attendance will be provided to Participants on a “first-come, first-served” basis, subject to resource availability (i.e. until supplies run out).
- 5.2. Items purchased by ABCRC under the CPP become the property of the Participant immediately upon delivery by ABCRC to the Participant. Once delivered, the Participant is fully responsible for the care, maintenance and disposal of such items.
- 5.3. In addition to digital resources (videos, games, etc.) available to Participants on [www.abcrc.com](http://www.abcrc.com), at ABCRC’s sole and unfettered discretion, the following items are offered to Participants to the extent that they apply and the Participant is eligible:
  - 5.3.1. Cardboard beverage container collection bins with an initial supply of liner bags;
  - 5.3.2. School activity books and pencil cases; and
  - 5.3.3. Free shipping to Participant’s main shipping address (as recorded on their application).
- 5.4. The Participant agrees to recycle as much of the beverage container recycling infrastructure and school supplies as possible at the end of their useful life. Bins, liners, activity books and pencil crayons are recyclable through municipal recycling programs or specialty programs.
- 5.5. The following items are not offered under the CPP:
  - 5.5.1. Additional liner bags – Liner bags are meant as a starting point for the Participant’s collection program. Additional liners must be purchased by the Participant from third party retail providers;
  - 5.5.2. Delivery to other locations – Delivery to any location other than to the Participant’s main shipping address (as recorded on their application) unless extenuating circumstances occur and the change is approved by ABCRC, which approval may be withheld at ABCRC’s sole and unfettered discretion;

5.5.3. Relocation of Infrastructure – Transporting beverage container recycling infrastructure from the Participant’s main shipping address (as recorded on their application) to another location, at any time, is the Participant’s responsibility. The Participant shall pay for any additional shipping after initial delivery by ABCRC to the Participant’s main shipping address.

## **6. Liability and Indemnification**

Neither ABCRC nor its employees and agents shall be liable for any damage, injury or loss associated with the installation, use, misuse or disposal of items acquired by a Participant through the CPP. The Participant shall be liable for such damage, injury or loss and shall indemnify and hold harmless ABCRC and its shareholders, directors, officers, employees and agents from and against any and all damage, injury or loss arising from or in connection with the installation, use, misuse or disposal by the Participant of such items.

## **7. Communications**

- 7.1. All Participants agree to post on available and relevant social media platforms and/or conduct promotional activities related to the CPP upon request.
- 7.2. All Participants agree to receive communications and program updates from ABCRC, including, without limitation, periodic newsletters and emails.
- 7.3. Participants that receive matching refunds agree to post about the partnership with ABCRC under the CPP on social media platforms at minimum once per week during their designated month, including instructions on how to donate and mentions of @recycleABCRC.

## **8. Collection and Returns**

- 8.1. All Participants must collect and return beverage containers only within Alberta. To deliberately pass off out-of-province beverage containers and return them to an Alberta depot is considered to be fraudulent.
- 8.2. All Participants must use beverage container recycling infrastructure only for collecting beverage containers in Alberta with the intent of returning the collected beverage containers to an Alberta depot for a deposit refund. The person or group responsible for collection must be named and contact information provided as part of the Participant’s CPP application.

## **9. Reporting and Payment**

- 9.1. Matching refund participants must complete required paperwork for Electronic Fund Transfer (EFT) payments prior to the start of their designated month. Failure to do so could delay payment.
- 9.2. Matching refund participants must report the beverage containers collected during their designated month.
- 9.3. Receipts received from Alberta depots or other collection organizations must be submitted as proof of beverage containers returned within that designated month, and can be dated no earlier than the second (2<sup>nd</sup>) day of the designated month and no later than the third (3<sup>rd</sup>) day of the following month.
- 9.4. All receipts must be submitted by the fifteenth (15<sup>th</sup>) day of the following month to [programs@abcrc.com](mailto:programs@abcrc.com).
- 9.5. Receipts will be tallied on the business day following the fifteenth (15<sup>th</sup>) day of the designated collection month and submitted to ABCRC’s accounts payable department. Matching refund payments will be paid net thirty (30) days. Only refunds recorded on the submitted receipts will receive a matching refund payment. Word-of-mouth and affidavits will not be accepted, except in extenuating circumstances as determined by ABCRC, in its sole and unfettered discretion.

## **10. Amendments**

ABCRC reserves the right to amend, update, or replace these terms and conditions at any time, at its sole and unfettered discretion. Continued participation in the CPP following any changes constitutes acceptance of the revised terms and conditions.