Terms of Use

The Recycle Your Freshpacks service is a web-based resource developed by MARS Drinks North America to allow your company to manage and properly dispose of its single serve freshpacks to enable us all to be on the path of developing a more sustainable business. For more information about MARS and its other products and services, please visit www.mars.com.

These Terms of Use ("Terms of Use" or "Agreement") govern the use of the Recycle Your Freshpacks web site, located at http://www.recycleyourfreshpacks.com (the "Site") by both companies who enjoy MARS Drinks's products ("Company") and their MARS Drinks Distributors ("Distributor"). As such, these Terms of Use constitute a binding agreement between you, as a user of the Site working on behalf of such a Company or Distributor ("you" or "user"), and MARS, Inc., the parent company of MARS Drinks North America (collectively referred to as "MARS," "us," "we," or "our"). By using the Site, you agree at all times during your use to abide by these Terms of Use and any additions or amendments. Therefore, we ask that you please read these Terms of Use carefully prior to enjoying our service. Please know that these Terms of Use do not create a confidential relationship between you and us.

Your use of the Site is also subject to the General Terms & Conditions for Web Sites Operated by the MARS, Incorporated Family of Companies, which are located at http://www.mars.com/global/policies/legal/ld-english.aspx ("General Terms & Conditions") as well as the MARS Privacy Policy located at http://www.mars.com/global/policies/privacy/pp-english.aspx. Therefore, please also review the General Terms & Conditions and the Privacy Policy carefully prior to using the Site. In the event that there is any conflict between the provisions within these Terms of Use and the provisions within the General Terms & Conditions or the Privacy Policy, the provisions of the General Terms & Conditions and Privacy Policy will apply.

1. How It Works

All Companies using the Recycle Your Freshpacks service (the "Program") must contact their Distributor for access to the Program. The following information is required to create a user account for the Program: Contact First Name, Contact Last Name, Phone Number, Email Address, Username, Password, Distributor Code (provided by the Distributor to the Company), Company Name, Street Address, Country, City, State/Province, and Zip Code. After creating an account, the Company will be able to print FedEx Ground shipping labels to mail its used freshpacks back to TerraCycle for processing.

The information that is collected in the user's account profile will be handled according to our Privacy Policy, located at http://www.mars.com/global/policies/privacy/pp-english.aspx, and specifically, for the following purposes:

- Providing services such as processing and/or fulfilling a transaction (e.g., fulfilling a request for information, completing a request for shipping labels, tracking shipments, or third party billing to the Distributor).
- Providing information about your requests to your Distributor.
- Communications with the user in relation to the products and services of the Program.
- Performing surveys to better serve your needs and improve the effectiveness of the Program and/or our website.

After developing an account, the Company will collect used freshpacks in a lined box, print FedEx Ground shipping labels via the Site, and ship (via FedEx Ground) the used freshpacks to TerraCycle for recycling.

2. Distributor Billing

The Distributor will receive an invoice each week from MARS Drinks for all packages received by TerraCycle that have been shipped by the Company using the Program. A copy of this invoice will be emailed to the Distributor from MARS, and will be posted to the Distributor Account on the website. MARS will NOT bill the Company (customer of the Distributor) directly for costs incurred through use of the Program.

Costs for the Program are tracked by unique Distributor code and charged to the Distributor for all shipments received by TerraCycle from participating Companies. MARS will NOT issue the Distributor code to anyone other than the Distributor for use with the Program. The Company must contact the Distributor to access the distributor code to complete steps to sign up for the Program via the site. The Distributor is responsible for monitoring user activity and deactivating user accounts that are participating in the Program without consent of the Distributor.

By offering the Program to the Company and providing the Distributor code to activate the Company's account, the Distributor is agreeing to pay all costs owed to MARS that have been incurred by the Company for shipments received by TerraCycle. The Distributor is responsible for all charges incurred by the Company while the Company's account is activated. The Distributor will decide whether or not it chooses to pass on these charges to the Company. MARS is not responsible for costs owed to the Distributor by the Company.

3. Processing and Disclosure of Information

We want to ensure all users of the Site that the information collected is processed and disclosed in line with these Terms of Use, the General Terms and Conditions http://www.mars.com/global/policies/legal/ld-english.aspx and the Privacy Policy http://www.mars.com/global/policies/privacy/pp-english.aspx. In addition to considering the provisions of these agreements, we ask that you review the below terms, which apply to the processing and disclosure of information collected via the Site.

The information that you provide to the Site will be added to our database. In the course of processing your information, information will become known to your authorized Distributor, and/or third party service providers for the purposes outlined within these Terms of Use.

For example, from time to time, MARS may be required to disclose your information to third parties. Situations in which MARS may disclose your information to third parties include:

- when we have received your consent to do so;
- in situations where sharing or disclosing your information is required in order to
 offer you services requested by you. For example, we may share your
 information with Distributors, TerraCycle, and/or FedEx as part of the Program;
- when companies or service providers that perform business activities on behalf of MARS require such information (e.g., customer support services or database management services);
- to comply with legal or regulatory requirements or obligations in accordance with applicable law or court order;
- in order to provide information that will enable us to make our services and those of our trusted partners more effective;
- to third parties as part of any corporate reorganization process including, but not limited to, mergers, acquisitions, and sales of all or substantially all of our assets; or
- to protect against potential fraud, we may verify with third parties the information collected from the Site.

If information is shared as mentioned above, we seek to limit the scope of information that is furnished to the amount necessary for the performance of the specific function. Unless otherwise required, we attempt to ensure third parties protect your information and abide by applicable privacy laws and regulations. For more information regarding our use and sharing of the information you provide on this Site, please visit our Privacy Policy, located at http://www.mars.com/global/policies/privacy/pp-english.aspx.

4. <u>Implied Permission</u>

Please note that, while MARS may seek your consent regarding certain uses of your information, it may not do so in all instances. For example, in some cases your permission will be implied from the nature of the service requested or transaction undertaken. For instance, MARS may disclose your information to mail carriers or Federal Express in order to fulfill the terms of the Program. In instances like this, because the use of your information is necessary to complete the service, your permission for these uses is implied.

5. Your Choices Regarding Communications

As a user of the Site, you may receive communications, via email, mail, and possibly by phone, related to the Program. You will have the ability to unsubscribe from certain communications from MARS. For example, some email messages may be more commercial in nature, such as alerts about Program updates, company announcements or web site updates. For these types of communications, we will provide you the opportunity to exercise an opt-out or unsubscribe choice if you do not want to receive these types of communication from us. We will process your unsubscribe as soon as possible, but please be aware that in some circumstances you may receive a few more messages until the unsubscribe is processed. However, doing so may cause you to be uninformed about certain important communications and updates about the Program. For example, turning off communications may limit your ability to become informed of required updates and maintenance schedules for the Site.

Users may not be able to opt-out or unsubscribe from other types of communications. For example, we may use your email address to confirm your request, to send you notice regarding your transaction, to send you information about changes to our services, and to send notices and other disclosures as required by law. Generally, users cannot opt-out of these communications, but they will be primarily informational in nature rather than promotional.

On occasion, as part of our commitment to keep you informed, we may contact you by other means, such as by mail or phone, to notify you of new Program products and services, or upcoming enhancements or other relevant information. You may also receive mailings or other communications from carefully selected third parties. For example, you may receive mailings from your Distributor, Federal Express and/or TerraCycle, or other trusted third parties. You may opt-out or unsubscribe from these communications by following the instructions provided within the communication, or by changing your preferences on your user profile.

6. International Users

This Program will be offered in the United States and Canada, and, as such, information that you submit to the Site may be transferred to our affiliates and subsidiaries, across borders, and from your country or province to other countries or provinces. As such, the information may be used, stored, or processed outside the country where it was recorded. If you reside outside of the United States, certain data privacy regulations may require us to obtain your permission to transfer the data across borders. Thus, by providing your information to MARS, you consent to:

- the use of your personally identifiable information for the uses identified in these Terms of Use:
- you consent to receive the communications described in these Terms of Use;
 and

• the transfer of your personally identifiable information to the United States, or across borders, as described above and in our Privacy Policy http://www.mars.com/global/policies/privacy/pp-english.aspx...

7. Access to Personally Identifiable Information

The Site allows Companies to maintain a profile that includes information related to their account, including Company information such as name, address, and email address as well as certain preferences regarding your Company's use of the Program and the types of communications you agree to receive related to the Program. To ensure that your Company's information is accurate and up to date, we encourage you to regularly review and update this profile as appropriate (e.g., in the event your work email address, phone number or office locations changes, or if you make changes to your Distributor service provider). Please note that in an effort to confirm the accuracy of your information, you may be asked to provide proof of identity (such as a distributor code, account username, account email and/or password). Access to update and make changes to your information is provided through your account online.

If, upon review, you wish to deactivate your Company's Program profile, you may do so by accessing your Company's profile and selecting the link to "Cancel my Account", or by contacting your Distributor and requesting to have your account deactivated. Occasionally, your request to be removed will be retained in certain files for a period of time in order to properly resolve disputes or to troubleshoot problems. In addition, information may be stored indefinitely on "back up" systems or within log files for technical reasons, or financial or legal requirements. Therefore, you should not always expect that all of your Company's information will be immediately or completely removed from our databases in response to your request.

8. User Name & Password

All accounts require a unique user name and password. You should work to ensure that your password is not easily guessed and that you keep it secure. Additionally, you are responsible for maintaining the confidentiality of your password and are responsible for any harm resulting from your loss, disclosure, or authorization of the disclosure of your password, as well as from any person's use of your password to gain access to your account. If you disclose your password, you do so at your own risk.

9. Disclaimer of Warranties

THIS SITE IS MADE AVAILABLE "AS IS" AND "AS AVAILABLE" WITHOUT ANY WARRANTIES WHATSOEVER ABOUT THE NATURE, CONTENT OR ACCURACY (EITHER WHEN POSTED OR AS A RESULT OF THE PASSAGE OF TIME) OF ANY MATERIAL AT THE SITE AND WITHOUT ANY REPRESENTATIONS OR GUARANTEES. IN ADDITION, MARS MAKE NO REPRESENTATIONS,

WARRANTIES OR GUARANTEES THAT THIS SITE AND ITS CONTENT WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION; ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR USE WILL BE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

10. <u>Limitation of Liability</u>

We have no liability whatsoever for the results of submissions of information or requests to this Site or by means of this Site. UNDER NO CIRCUMSTANCES SHALL MARS, ITS OFFICERS, DIRECTORS, EMPLOYEES OR AGENTS ("REPRESENTATIVES") BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES THAT RESULT FROM THE USE OF, OR THE INABILITY TO USE, THIS SITE OR OUR SERVICES, EVEN IF MARS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. SINCE SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. HOWEVER, IN NO EVENT SHALL MARS'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE HUNDRED DOLLARS (\$100).

11. Right to Modify Program

MARS reserves the right to change or modify the Program at any time and for any reason, in its sole discretion. For any material change or modification to the Program, MARS will take reasonable steps to notify users of the Site. Please know, however, that MARS reserves the right to change the products and services referred to in this Site, the Program, or to discontinue this Site and to change these Terms of Use at any time.

12. Access and Interference

Much of the information on the Site is updated on a real time basis. By using the Site, you agree not to:

 Use any robot, spider, scraper or other automatic device, process or means to access the Site for any purpose without our express written permission.

- Take any action that imposes or may impose (in our sole discretion) an unreasonable or disproportionately large load on our infrastructure.
- Implement any manual processes to monitor or copy content from the Site without express written permission.
- Utilize any device, software or routine that will interfere or attempt to interfere with the functionality of the Site.

13. Remedies

Your access and use privileges of this Site and its content are conditioned upon your adherence to these Terms of Use. MARS has the right to deny you access and use of this Site and its content if you violate (as MARS may determine in its sole and absolute discretion) any provision of these Terms of Use. MARS reserves the right to seek all other remedies available at law and in equity. You agree, at your own expense, to defend, indemnify and hold MARS and its Representatives harmless from any claim or demand, including reasonable attorneys' fees, made by a third party in connection with or arising out of your access to, or use of, this Site or any of its content in a manner other than as expressly authorized by these Terms of Use, your breach of these Terms of Use or your violation of applicable laws or any third party rights.

14. Links to Other Web Sites

MARS is not responsible or liable for any content presented by or contained on any independent web site, including, but not limited to, any advertising claims or marketing practices. Please note that we cannot control and will not be responsible for the privacy policies of third party web sites. Third party web sites that are accessed through links on our web sites have separate privacy and data collection practices, and security measures. We have no responsibility or liability for the practices, policies and security measures implemented by third parties on their web sites. We recommend that you review the privacy statements and policies of linked web sites to understand how those web sites collect, use and store information.

15. Updates to the Terms of Use

MARS reserves the right to amend these Terms of Use at any time in order to meet changes in the regulatory environment, business needs, or to satisfy the needs of our customers, Distributor partners, and service providers. When we do, we will also revise the "last revised" date at the bottom of these Terms of Use.

16. Choice of Law and Jurisdiction

These Terms of Use are governed by and construed in accordance with the laws of the United States and the Commonwealth of Virginia, without giving effect to any principles

of conflicts of law. You agree that any action at law or in equity arising out of or relating to these Terms of Use or your use of the Site shall be filed only in the state or federal courts located in the Commonwealth of Virginia, and you hereby consent and submit to the personal jurisdiction of such courts for the purposes of litigating any such action.

17. Entire Agreement

These Terms of Use contain the entire agreement between you and us regarding the use of the Site and its content and supersede any and all other agreements between us with respect to matters in these Terms of Use.

18. Other

No waiver of any provisions in these Terms of Use shall be deemed a further or continuing waiver of such provision or any other provision.

Additionally, if any provision of these Terms of Use is found to be void, unlawful or unenforceable for any reason, that portion shall be deemed severable from these terms and shall not otherwise affect the validity and enforceability of any remaining provisions.

MARS enters into this Agreement on its own behalf and on behalf of each of its worldwide affiliates. Accordingly, MARS holds the benefit of and may enforce this Agreement on behalf of those affiliates. MARS reserves the right to pursue any remedy available to it at law or in equity if you breach this Agreement.

For additional questions about the Program, please contact your Distributor. For questions related to the operation of the Site, please contact the Site Operator:

MARS Drinks North America 1301 Wilson Drive West Chester PA 19380

Ph: 877-273-5812

E: customercare@recyclevourfreshpacks.com

Last revised: October 18, 2011