

BottleDrop Give Account Terms & Conditions

The BottleDrop Give Blue Bag account is an optional service intended to provide community-oriented fundraising opportunities to approved nonprofit, tax-exempt organizations headquartered in Oregon or operating a chapter with an Oregon mailing address, conducting work that benefits Oregon communities. The following terms and conditions apply to all nonprofits utilizing the BottleDrop Give Blue Bag program. BottleDrop is not responsible for miscounts or delayed counts when Fundraisers violate the terms and conditions. Violations of these terms and conditions could result in closure of your account with or without notice.

- ◆ Approved Fundraisers may drop a maximum of 15 BottleDrop Blue Bags per nonprofit per day.
- ◆ Appointments may be scheduled to drop a maximum of 50 BottleDrop Blue Bags at a BottleDrop Redemption Center. Appointments are contingent on center availability and must be scheduled at least 1 week in advance. Fundraisers may book 1 appointment per day, up to 2 appointments per week, with a maximum of 6 total appointments per month. OBRC reserves the right to limit appointments during special promotions.
- ◆ Only BottleDrop Blue Bags are accepted. BottleDrop may refuse to count containers dropped in any bag other than a BottleDrop bag.
- ◆ A roll of BottleDrop Blue Bags costs \$2.00 and must be purchased through the Fundraiser's online account in advance of pickup. We are unable to refund bags purchased by credit or debit card.
- ◆ BottleDrop Redemption Center staff will provide pre-ordered BottleDrop Blue Bags to any volunteer picking up bags on behalf of the organization. BottleDrop is not liable for any unauthorized bag pickup.
- ◆ Fundraisers will have a one-time \$25 administrative setup fee.
- ◆ Fundraiser accounts will be charged a processing fee for each BottleDrop Blue Bag that is dropped off at a BottleDrop Redemption Center or BottleDrop Express location. The processing fee is equal to eight percent of the refund value of containers in each bag. If the processing fee calculation results in a fractional cent, the processing fee will be rounded down in the fundraiser's favor to the nearest full cent. For BottleDrop Blue Bags dropped at partner store locations (defined as Dealer Redemption Centers per ORS 459A.700), the processing fee will be paid by the store.
- ◆ Containers in a BottleDrop Blue Bag must have an Oregon refund value as defined by ORS 459A.705. Knowingly returning containers that do not have an Oregon refund value may result in a \$250 fine pursuant to ORS 459.992.
- ◆ BottleDrop Blue Bags may include a mix of plastic, metal, and glass containers in the same bag.
 - ▶ If including glass, bags should have no more than 30 glass bottles and should weigh less than 20 lb.
- ◆ BottleDrop Blue Bags may include BottleDrop Refillable glass bottles.
- ◆ BottleDrop Blue Bags containing any dangerous material and/or biohazards such as dirty diapers, syringes, spit/chew, or other biological substances are cause for immediate account termination.



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- ◆ BottleDrop is committed to using best commercial efforts to accurately (within an average margin of +/- 2 containers per bag) count containers. Account holders may contact fundraisers@bottledrop.com
- ◆ BottleDrop is not responsible for inaccurate bag counts if bags are improperly filled or handled. This includes, but is not limited to, bags that:
 - ▶ Contain trash or non-redeemable containers;
 - ▶ Contain crushed or broken containers, or containers with excessive residual liquid;
 - ▶ Contain unrinsed or sticky containers that do not freely fall out of an open bag;
 - ▶ Contain more than 30 glass bottles and/or weigh over 20 lbs.;
 - ▶ Are ripped or cut, untied, or not fully closed.
- ◆ Fundraisers must affix one bag tag identifying the BottleDrop Blue Bag account prior to dropping it off.
 - ▶ BottleDrop Blue Bags that do not have a bag tag affixed to them will be presumed as donations to the OBRC Emergency Fund, which supports Oregon communities during times of crisis.
- ◆ If a bag tag associated with a BottleDrop Blue Bag account is used to open a drop door, only BottleDrop Blue Bags are permitted to be dropped following that door opening.
- ◆ BottleDrop Blue Bags will be processed and credited to your account within seven (7) days. If your account has not been credited after 7 days, please contact fundraisers@bottledrop.com. By participating in the BottleDrop Blue Bag program, account holder agrees that contacting the BottleDrop Give team to seek a credit is the sole remedy for concerns related to miscounts, missing bags, or bags not processed within the seven-day processing window. BottleDrop may issue a credit based on recent activity in your account.
- ◆ The program is not designed for organizations whose sole purpose or function, or primary source of income, is container collection. Any income from BottleDrop Give should be a supplementary part of your organization's fundraising strategy.
- ◆ Fundraisers will not misrepresent their organization's mission or use funds collected through BottleDrop Give for purposes that do not align with those expressly recognized as part of their nonprofit standing.
- ◆ Check requests must be a minimum of \$25 unless the Fundraiser is requesting their final balance when closing their account.
- ◆ OBRC is not responsible for lost or stolen checks. Uncashed checks may be reissued after 30 days and may be subject to a \$10 stop-payment fee.
- ◆ BottleDrop sends payments directly to nonprofit Give accounts for their direct use. No organization is authorized to receive a percentage of Give collection, or to act as an agent on behalf of other nonprofits.
- ◆ Give Fundraiser accounts are intended for tax-exempt, charitable purposes as defined by the IRS and to support charitable causes in Oregon.
- ◆ All Give Fundraiser accounts are responsible for notifying BottleDrop in the event of an IRS status change. OBRC/BottleDrop is not responsible for any penalties or back taxes incurred by a change or lapse in status.
- ◆ BottleDrop reserves the right to reject a Fundraiser application or deactivate a Fundraiser account.
- ◆ BottleDrop may use publicly posted photos and videos, such as those posted on websites and social media, from participating nonprofits to promote BottleDrop Give.
- ◆ With permission from BottleDrop, BottleDrop Give accounts may use the BottleDrop logo, brand, and other BottleDrop marketing assets.



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♦ BottleDrop management reserves the right, at its sole discretion, to change these terms or the fees associated with BottleDrop accounts or other BottleDrop services at any time. Best efforts will be made to notify all account holders of any changes to fees or account terms and conditions. Fundraisers are responsible for keeping their account information up to date.

Emergency Fund Program

Customers who wish to participate in OBRC's Emergency Fund Program may simply leave their bag tag stickers off of their Blue Bags and drop them off at any BottleDrop bag drop location. OBRC uses 100% of the funds from containers in those bags to quickly assist nonprofits and foundation providing services in Oregon communities during emergencies, which include (but are not limited to) severe weather events, wildfires, disasters, and other emergent priorities. In order to manage the fund balance, OBRC may occasionally transfer funds from the OBRC Emergency Fund to the [Containers for Change program](#) and/or the Oregon Community Foundation BottleDrop Fund, which support Oregon nonprofits and foundations operating in the spirit of the Bottle Bill.

Inadvertent Participation in the Emergency Fund Program

BottleDrop relies on nonprofits' unique bag tag stickers to credit the correct fundraising accounts with funds from containers in their Blue Bags. Customers who inadvertently drop a Blue Bag without a sticker at a BottleDrop bag drop location, and do not wish for the funds from their containers to be directed to the OBRC Emergency Fund Program, can [email BottleDrop Give staff](#) to inquire about credit for their bag.

Third-Party Companies and Services

♦ BottleDrop Blue Bags may not be dropped by third-party commercial drivers.
♦ OBRC may utilize Hyperwallet payment services to deliver payments to nonprofits. Such payment services are subject to the Hyperwallet Terms of Service and the Hyperwallet Privacy Policy:
<https://pay.hyperwallet.com/hw2web/consumer/page/legalAgreement.xhtml>

Purchases, Refunds, and Cancellations

BottleDrop will make a good faith effort to provide any products or services offered via our website and kiosks. BottleDrop only provides products at retail locations and Redemption Centers within the state of Oregon and does not deliver services or products outside of the state of Oregon. Please refer to an updated list of our retail locations and Redemption Centers.

ALL SALES ARE FINAL except for defective bags as outlined below. However, you may request a refund for unredeemed products or services by emailing fundraisers@bottledrop.com and stating the specific account and purchase you wish to refund. Refunds other than for defects are at the sole discretion of the Oregon Beverage Recycling Cooperative. All refunds will be issued as a BottleDrop account credit.



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Defective Bags

BottleDrop, in its sole discretion, will replace the defective bag or refund the purchase price for manufacturer's defects within the first 90 days from date of purchase. You may request a refund by emailing fundraisers@bottledrop.com, stating the specific account and purchase you wish to refund. Our warranty policy is valid for the original purchaser only.

Internet Agreement

Customer agrees that since the Internet is not a fully secure medium for the communication of information, and since privacy and confidentiality cannot be guaranteed, use of BottleDrop and OBRC's services may cause the Fundraiser's information to be accessed by, or disclosed to, other persons. Therefore, the Customer agrees OBRC shall not be responsible or liable for damage that the Fundraiser, or any other person, may suffer in connection with the communication of private, confidential, or sensitive information using OBRC's services.

Additionally, Fundraiser agrees not to engage in the following:

Abusive Conduct

Giving false information to obtain access to company's system and/or purchase and/or utilize any service (including but not limited to redemption or attempted redemption of containers not subject to the Oregon Bottle Bill). Knowingly providing false, fictitious, or misleading information (name, address, etc.), or otherwise intentionally misrepresenting oneself. Utilizing a BottleDrop Blue Bag account in any way which is not consistent with the intended use of returning containers for redemption. Engaging in any illegal, criminal, or malicious activities. Any other activity or activities that OBRC, in its sole discretion determines is unethical or damaging to our other customers, users of the internet, OBRC's network, or to our corporate reputation.

Account Abuse

Defined as those many and varied activities that would commonly be termed abusive by computer professionals. These would include, but are not limited to: modification of, or tampering with, files not owned by the user. Attempts to examine files that contain sensitive information not normally to be viewed by system users. Attempts to reduce the systems resources not normally available to users. Attempts to reduce the systems security, or to hamper the normal functioning of the system. (Note: the modification of sensitive files is considered acceptable when occurring under the normal function of common user programs designed to modify or examine those files, such as password program.) Attempts to violate the law. Attempts to misuse proprietary information, intellectual property, or property of others for their own purposes. If there are reasonable grounds to believe that a container was not purchased in Oregon, BottleDrop may request proof of purchase or refuse to accept the container.



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THIS TERMS OF SERVICE AGREEMENT (THE "AGREEMENT") ESTABLISHES THE TERMS AND CONDITIONS THAT APPLY TO ALL END USERS (EACH AND COLLECTIVELY, "YOU", "YOUR", OR "USER") OF THE SITE AND/OR SERVICE (EACH AS DEFINED BELOW). BY USING THIS SITE AND/OR SERVICE, YOU ARE INDICATING YOUR ACCEPTANCE OF THIS AGREEMENT AND YOUR AGREEMENT TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, AS WELL AS ALL APPLICABLE LAWS AND REGULATIONS. YOU ARE NOT PERMITTED TO USE THIS SITE AND/OR SERVICE IF YOU DO NOT AGREE TO ALL OF THE TERMS AND CONDITIONS OF THIS AGREEMENT. THIS AGREEMENT CAN BE CHANGED, MODIFIED, SUPPLEMENTED, AND/OR UPDATED BY BOTTLEDROP CENTERS ("BOTTLEDROP CENTERS", "OREGON BEVERAGE RECYCLING COOPERATIVE", "WE", "OUR", OR "US") AT ANY TIME. YOUR CONTINUED USE OF THE SITE AND/OR SERVICE AFTER THE MODIFICATION OF THIS AGREEMENT MEANS THAT YOU ACCEPT ALL SUCH CHANGES. ACCORDINGLY, YOU ARE ADVISED TO CONSULT THIS AGREEMENT EACH TIME YOU ACCESS THE SITE AND/OR SERVICE IN ORDER TO VIEW ANY CHANGES TO THIS AGREEMENT. THIS AGREEMENT WAS LAST MODIFIED AS OF THE DATE INDICATED ABOVE.

By using this Site, you signify your acceptance of these terms. If you do not agree to these terms, please do not use our Site. Your continued use of the Site following the posting of changes to these terms will be deemed your acceptance of those changes.

Your Acceptance of These Terms

By signing up for a BottleDrop Blue Bag account, you signify your acceptance of these terms. If you do not agree to these terms, please do not use a BottleDrop Blue Bag account. Your continued use of the BottleDrop Blue Bag account following the posting of changes to these terms will be deemed to be your acceptance of those changes. BottleDrop reserves the right to change and update these Terms and will make best efforts to inform customers of those changes.

If you have any questions about these Terms and Conditions, the practices of BottleDrop, or your dealings with this BottleDrop, please contact us at:

Oregon Beverage Recycling Cooperative

fundraisers@bottledrop.com

