

# **Drop and Beverage Container Program, Drop and Go Service Terms and Conditions**

## **Terms of Use Agreement**

The following describes the terms and conditions between you, the Beverage Container Program (BCP) Depots where you may return materials using the Drop and Go service, and the Government of the Northwest Territories as represented by the Minister of the Department of Environment and Natural Resources (hereinafter “ENR”) (ENR and together with the BCP Depots, hereinafter referred to as “we” or “us”) related to the Drop and Go service.

By activating an account with a BCP Depot, you agree to the terms and conditions of the Drop and Go service (hereinafter “this agreement”) without limitation or qualification. Please keep a copy of this agreement for your records. The terms and conditions contain legal obligations and will govern the use of the account and are subject to amendment, as described below.

## **How Accounts Work**

Each account has its own unique account number (typically a phone number) which can be accessed by the account holder by name, phone number and/or email address; when you bring your beverage containers to a BCP Depot, you will provide your account number either to BCP Depot staff or you will enter it into a self-serve kiosk for Drop and Go service. For Drop and Go service, bar-coded labels are printed and placed on each of your recycling bags or boxes. These bar-coded labels are linked to your account. When your beverage containers are sorted and counted, the BCP Depot will credit your account with the appropriate beverage container deposit refund and send you an email notification to let you know the transaction has been completed. This process should take a maximum of five (5) business days from the time of drop off.

The bar-coded labels are the link to your account. When printing, it is very important to ensure that you request the accurate number of labels that coincides with the number of recycling bags or boxes that you are returning. A label should be placed on each bag or box that you are returning. Your account will only be credited once all bar-coded labels have been accounted for and all material in the bags or boxes has been counted. If you print too many labels in error, please advise BCP Depot staff.

You will not be credited for contaminated or non-acceptable containers. The counts of the beverage containers performed by the BCP Depot are calculated by a computerized management information system and these counts are final. Upon request, the funds in your account will be paid out to you as instructed and previously arranged with your BCP Depot. Persons or organizations returning used

beverage containers agree to indemnify and save harmless the BCP Depot against any claims or actions of any kind or manner resulting from the return of used beverage containers.

If you choose not to use the Drop and Go service, the BCP Depots will continue to offer to sort and count your beverage containers while you wait.

### **Redeeming the Funds on Your Account**

Your funds can always be redeemed either in cash to a maximum cash amount set by your BCP Depot, or by cheque subject to a minimum cheque amount set by your BCP Depot. Each BCP Depot is only required to refund amounts related to returns at its location. Your funds can also be redeemed as previously arranged with the BCP Depot where you made returns for which refund is sought. You will have the option to redeem your funds by visiting the payment counter at your BCP Depot, or by requesting a cheque in the mail. Please check with your BCP Depot for any specifics with regard to minimum cheque and/or maximum cash limits and types of payments offered.

### **Account Errors or Corrections**

The BCP Depot reserves the right to correct the balance of your account in the case of a clerical, accounting or other error. You should monitor your transactions and account balances closely.

### **Limitations on Liability for the Account**

You agree that the refunds held on account for your returns at each BCP Depot have been paid by ENR to such BCP Depot for remittance to you in accordance with the policies of such BCP Depot as set forth above. BCP Depots are entitled to change their policies at any time on notice to you. Your account earns no interest. In the event of any bankruptcy or insolvency of a BCP Depot, your entitlement to payments on your account may be limited to those of an unsecured creditor unless the BCP Depot has put a trust account in place for your benefit. You are responsible for all transactions associated with your account, including unauthorized transactions. Please monitor your account and contact your BCP Depot accordingly.

The Government of the Northwest Territories (GNWT), its servants and agents, shall not be liable to account holders for any loss, damage or injury or for any loss or damage to the property of the account holder, however arising from or attributable to this agreement. The account holder agrees to waive all rights and recourse against the GNWT for any such loss, damage, or injury or loss or damage to the account holder's property. Each BCP Depot's total liability under the Drop and Go service is limited to the total refund owed for recyclable materials returned to such BCP Depot in accordance with the Drop and Go service for which a payment or authorized transfer has not yet been issued. Pursuant to the policies of each BCP Depot, a cheque may be automatically issued to an account holder when the amount on account reaches or exceeds a threshold or some time limit is reached. Except in the case of

personal injury, fraud, willful misconduct or gross negligence, by a BCP Depot, such BCP Depot will not, in connection with the Drop and Go service, be liable for any direct damages in excess of the limits set forth above and will not be liable for any indirect, special, consequential or punitive damages, even if it has been advised of the possibility thereof.

### **Privacy Statement**

For information on how we collect, use and disclose information concerning your account, please refer to our Privacy Policy for the BCP available at [www.icarenwt.ca](http://www.icarenwt.ca). The Privacy Policy for the BCP forms part of these Terms and Conditions.

### **Amendments to this Agreement**

The terms or conditions of this agreement may be amended by ENR at any time, including any rights or obligations you or we may have. Any amendments will be posted on the website at [www.icarenwt.ca](http://www.icarenwt.ca) and communicated to you using the email address that you have provided at registration (unless you did not supply an email address or have unsubscribed to email communications from ENR). As permitted by applicable law, any amendment will become effective at the time the amendment is issued. Unless we state otherwise, the amendment will apply to your future and existing account. If you do not accept the amendment, upon written request, your account can be cancelled and any amounts owing will be paid out to you as you instruct, or in accordance with the policies of the BCP Depot.

### **Termination of this Agreement**

The GNWT may terminate this agreement at any time upon giving written notice to the account holder, if the GNWT decides to no longer offer the Drop and Go service. Upon termination, your account will be canceled and any amounts owing will be paid out to you as you instruct, or in accordance with the policies of the BCP Depot.

### **Governing Law**

This agreement shall be interpreted and governed in accordance with the laws of the Northwest Territories and the laws of Canada as they apply in the Northwest Territories.