

Retailer Membership Rules Supplemental Terms and Conditions Donating at RVMs

These supplemental terms and conditions ("**Supplemental Terms**") are issued to Retailers by Deposit Return Scheme Ireland CLG ("**DRSI**") pursuant to the Retailer Membership Rules ("**Rules**") and form part of the Rules governing the operation of Deposit Redemption Methods. These Supplemental Terms shall be incorporated into and read in conjunction with the Rules.

1. Interpretation

1.1. In these Supplemental Terms:

- (a) "**Cause**" / "**Beneficiaries**" means the group or entity chosen by the Retailer who is the intended recipient of the Consumer's Donation.
- (b) "**Donation**" means the Deposits donated by Consumers via the Donation Option and "**donate**" shall be construed accordingly.
- (c) "**Donation Option**" means an option enabled on Retailers' RVMs which gives Consumers returning In-Scope Products to a RVM an option to choose to donate the Deposit associated with the product being returned to a Cause (instead of redeeming the Deposit for value).

1.2. Expressions defined in the Rules and used in these Supplemental Terms have the meaning set out in the Rules unless otherwise defined. The definitions and rules of interpretation set out in the Rules apply to these Supplemental Terms.

2. Purpose

2.1. The purpose of these Supplemental Terms is to provide guidance and rules to Retailers governing the operation of a Donation Option at RVMs under the Scheme.

3. Option to enable Consumers to donate their Deposits

3.1. Effective from 28 April 2025, Retailers shall have the option to enable their RVMs to provide Consumers returning In-Scope Products to the Retailers' RVMs a choice to donate the Deposits associated with the products being returned to a Cause chosen by the Retailer.

3.2 Implementation of the Donation Option at RVMs is entirely optional for Retailers and may or may not be adopted at their sole discretion, based on their operational preferences.

3.3 If a Retailer wishes to enable the Donation Option, the Retailer should contact its RVM supplier in order to make appropriate programme arrangements with its RVMs.

3.4 The decision to enable the Donation Option is entirely a matter for each Retailer. Each Retailer acknowledges that it is solely responsible for operating the Donation Option and other than as provided for in Rule 5, DRSI shall have no responsibility to the Retailer in relation to any aspect of the operation of the Donation Option. DRSI strongly recommends that each Retailer take its own professional, legal, tax and accounting advice before implementing the Donation Option.

4. Retailer Obligations

4.1. Where Retailers opt to enable the Donation Option at RVMs in their retail outlet locations, Retailers must comply with the following:

- (a) the Retailer must ensure that its internal systems and processes are updated to facilitate the Donation Option;
- (b) the Retailer must provide clear communication to Consumers at Return Points regarding the Cause to which the Donation will be made including:
 - (i) full details of the Beneficiary including name, address, telephone number, email address, website details and where applicable RCN number or GS number;
 - (ii) full details of the amount of the Donations paid by the Retailer on behalf of Consumers to the Beneficiary;
- (c) the Retailer must obtain the Beneficiary's consent and agree terms and conditions with the Beneficiary before implementation of a Donation Option for the benefit of the Beneficiary;
- (d) the Retailer must pay all Donations made for a particular Cause to the Beneficiary of that Cause in accordance with any terms and conditions agreed with the Beneficiary and in any event promptly;
- (e) the Retailer must maintain accurate books and records of all Donation payments made to Beneficiaries;

4.2. The Retailer warrants to DRSI that it will comply with all applicable laws and regulations when operating the Donation Option, including without limitation anti-money laundering regulations, data protection and intellectual property laws.

4.3 The Retailer acknowledges that it is solely accountable to Consumers who make Donations and to the Beneficiaries in relation to the operation of the Donation Option by the Retailer and that DRSI shall have no responsibility to such Consumers and Beneficiaries.

5. DRSI's Obligation

5.1. As part of the Monthly Report issued by DRSI to Retailers, DRSI shall identify the total amount of Deposits donated by Consumers via the Donation Option at the Retailers' RVMs in the previous month.

6. Indemnity

6.1 The Retailer acknowledges that any breach of these Supplemental Terms by the Retailer can lead to significant damage, including reputational damage, to DRSI and the Scheme. The Retailer agrees to indemnify and hold harmless DRSI against all liabilities, claims, actions, proceedings, costs, expenses, damages and losses including reputational damage to DRSI and the Scheme (including but not limited to all interest, penalties and legal costs) and all other reasonable professional costs and expenses suffered or incurred by DRSI arising out of or in connection with any breach by the Retailer to comply with these Supplemental Terms.

7. Audit and Compliance

7.1. DRSI reserves the right to audit Retailers to ensure compliance with these Supplemental Terms. Non-compliance may result in enforcement actions as outlined in the Rules.

8. Effective Date

8.1. These Supplemental Terms shall take effect as of 28 April 2025.

9. Variation

9.1. DRSI may update these Supplemental Terms from time to time. Retailers will be provided with 30 Days' written notice of any amendments.

10. General Provisions

10.1. These Supplemental Terms are governed by and construed in accordance with the laws of Ireland.

10.2 The Retailer irrevocably agrees that the courts of Ireland shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with these Supplemental Terms or its subject matter or formation.

8.3. Except as expressly amended by these Supplemental Terms, all terms and conditions of the Rules remain in full force and effect.

8.4. In the event of any conflict between these Supplemental Terms and the Rules, these Supplemental Terms shall prevail solely with respect to the matters addressed herein.

By choosing to enable the Donation Option at its RVMs, the Retailer acknowledges and agrees to comply with these Supplemental Terms.