

**BayerValue Program Terms and Conditions (the “Terms”) contain certain provisions addressing privacy and consent matters. For convenience we are highlighting certain relevant provisions excerpted from the Terms and numerically modified as required.**

1. By registering for the BayerValue Program, the grower consents to Bayer CropScience Inc.’s (“Bayer”) and Bayer affiliated companies’ (collectively the “Bayer Group”) and/or the Bayer Group’s agents’ collection, use and disclosure of information including transactional data for purchases of all and any Bayer Group products or other products and any associated personal information, for the following required purposes (the “Required Purposes”):
  - a. the grower’s participation in, and the Bayer Group’s and/or the Bayer Group’s agents’ assessing and processing entitlements under, the BayerValue Program;
  - b. a Retailer’s participation in, and the Bayer Group’s and/or the Bayer Group’s agents’ assessing and processing entitlements under rebate programs offered by Bayer to Retailers from time to time;
  - c. investigating and acting on violations of the BayerValue Program and/or Bayer’s intellectual property rights.
2. By registering for the BayerValue Program, the grower consents to the Bayer Group’s and/or the Bayer Group’s agents’ collection, use and disclosure of information including transactional data for purchases of all and any Bayer Group products and other products and any associated personal information, for the following other purposes (“Other Purposes”):
  - a. the grower’s participation in, and the Bayer Group’s and/or the Bayer Group’s agents’ assessing and processing entitlements under, other marketing programs offered by Bayer that are not part of the BayerValue Program (“Other Grower Programs”);
  - b. the Bayer Group better understanding a grower’s needs and preferences in order to develop and offer information, services and products by the Bayer Group, Bayer Group’s agents, or Bayer Group’s authorized Retailers or other business connections.
3. The terms and conditions of the BayerValue Program shall apply to Other Grower Programs unless and to the extent otherwise determined and communicated by Bayer. In the event of any inconsistency between the terms and conditions of the BayerValue Program and of the Other Grower Programs, the terms and conditions of the BayerValue Program shall prevail unless and to the extent otherwise determined and communicated by Bayer.
4. Programs offered by Monsanto/DEKALB are not a BayerValue Program or an Other Program.
5. Grower acknowledges and agrees that the Bayer Group and the Bayer Group’s agents may communicate with the grower by electronic messages for commercial activities associated with carrying out the BayerValue Program and any purposes contemplated under the terms and conditions of the BayerValue Program.
6. Where a grower participates in Other Grower Programs, the grower’s consents associated with the Other Grower Programs shall be and be deemed to be a Required Purpose. The grower’s consents associated with the Required Purposes are a requirement of participation in the BayerValue Program and Other Grower Programs and any revocation of such consents shall terminate the grower’s participation in the BayerValue Program and Other Grower Programs and result in immediate forfeiture of any entitlements that would otherwise be due to the grower under the BayerValue Program and Other Grower Programs.
7. If the grower wishes to revoke consents associated with Required Purposes or Other Purposes the grower may:
  - a. expressly advise the Bayer privacy officer at [rebate.fulfillment.ca@bayercropscience.com](mailto:rebate.fulfillment.ca@bayercropscience.com) respecting revocation of consent for the collection, use and disclosure of information;
  - b. expressly demonstrate revocation of consent to communications by electronic messages through the mechanisms that may be made available for such revocation by Bayer in the electronic messages.
8. Any personal information provided by the grower under the BayerValue Program, will be collected, used and disclosed by Bayer in accordance with applicable privacy legislation, Bayer privacy policies and the stated purposes for which such information was sought. For more information, please contact the Bayer CropScience privacy officer at 130, 160 Quarry Park Boulevard SE, Calgary, AB T2C 3G3 or at [rebate.fulfillment.ca@bayercropscience.com](mailto:rebate.fulfillment.ca@bayercropscience.com).
9. Bayer shares information with the Bayer Group for specific purposes specified in the terms and conditions. Bayer uses the Bayer Group in the United States of America, Germany and other countries in which the Bayer Group operates for certain information technology services including the housing of server technology that is a repository for contact information and transactional data of the grower (“Affiliated Services”). For further information on the nature of the Affiliated Services please contact the Bayer privacy officer using the contact information outlined below. Bayer may also use cloud-based Affiliated Services from third parties.