

2018 / 2019 Trade Show Fungicide Contest Official Rules

1. Introduction

This 2018/2019 Tradeshow Fungicide Contest (the "**Contest**") is sponsored by Bayer CropScience Inc. ("**Bayer**"). This document constitutes the official rules of the Contest (the "**Rules**") and the Rules exclusively govern all aspects of the Contest. Entry of a participant in this Contest constitutes that participant's irrevocable acceptance of and agreement to be bound by all Rules of the Contest.

2. Timing of Contest

The Contest begins at 9:00 am Mountain Time on November 7, 2018 and ends at 9:00 pm Mountain Time on July 18, 2019 (the "**Contest Period**"). Bayer reserves the sole and unfettered right to change the Contest Period. Participants are, by these Rules, advised any such change(s) could materially affect the chances of winning.

3. Eligibility to Enter

The Contest is only open to Canadian growers who meet all of the following criteria:

- a. attend a tradeshow event (the "**Tradeshow**") that Bayer is participating in and during that visit receive an invitation from Bayer to participate in the Contest during the Contest Period. Tradeshows included in the Contest Period are:
 - a. Agri-Trade in Red Deer from November 7-9, 2018
 - b. Agribition in Regina from November 19-24, 2018
 - c. Western Canadian Crop Production Show in Saskatoon from January 14-17, 2019
 - d. Manitoba Ag Days in Brandon from January 22-24, 2019
 - e. Farm Tech Show in Edmonton from January 29-31, 2019
 - f. Crop Connect in Winnipeg from February 13-14, 2019
 - g. Ag Expo in Lethbridge from February 27 – March 1, 2019
 - h. Peace Country Classic from March 7-9, 2019
 - i. Smoky River Agri. Show March 14-16, 2019
 - j. Ag in Motion in Saskatoon during the month of July 16-18, 2019
- b. have a farm located in Alberta, British Columbia, Manitoba or Saskatchewan;
- c. are of legal age;
- d. are residents of Alberta, British Columbia, Manitoba or Saskatchewan; and
- e. meet all other requirements set out in the Rules.

("Eligible Participants" or each an "Eligible Participant").

Employees of Bayer and members of their respective households (individuals with whom they reside in the normal and customary course of their residency) are not eligible to enter the Contest.

4. How to Enter

No purchase of Bayer products is necessary to enter the Contest. A purchase of Bayer products will not increase an Eligible Participant's chance of winning. Chances of winning cannot be determined by Bayer prior to the end of the Contest Period and will be dependent

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on the number of Eligible Participants participating in the Contest and the number of Entries (as defined below) received.

Eligible Participants may enter the Contest by attending the Tradeshow and, upon invitation from Bayer, enter his or her contact details in the Contest entry form located at the Bayer booth during the Contest Period an **"Entry"**.

Each Eligible Participant can submit one (1) Entry each day during the Contest Period and there can be only one (1) Eligible Participant per farm any violation or attempted violation of these conditions shall result in immediate disqualification. Bayer shall have the right to disqualify any Eligible Participant if Bayer, in their sole discretion, considers the participant to have or have attempted to have violated the Rules or otherwise acted in a disruptive or abusive manner. Entries that are incomplete, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. Any violation or attempted violation of any applicable laws, regulations, guidelines and/or industry standards shall result in immediate disqualification from the Contest.

5. Prizes

Subject to these Rules:

a. the prize is one (1) jug of Bayer fungicide product selected by the Winner (as defined below) which is equivalent to 40 acres of coverage: (i) Delaro® Fungicide, (ii) Prosaro® XTR fungicide or (iii) Proline® Fungicide, (the **"Prize"**);

b. there is one (1) such Prize to be won each day the Contest runs during the Contest Period for a potential total of up to 20 Prizes; and

c. the Prize will be awarded up to twenty (20) Eligible Participants corresponding with the Tradeshow and this Contest.

The Prize is valued up to approximately \$1,000.00 Canadian dollars, equal to 40 acres.

The Prize must be accepted as awarded and cannot be substituted, sold, transferred or assigned. Notwithstanding the preceding sentence, Bayer reserves the sole and unfettered right, without any liability, to allow for a transfer of a prize from a Winner (as defined below).

The Prize will be delivered to the Winner (as defined below) by a Bayer representative (at Bayer's expense) at the location specified by the Winner in writing provided that such location must be in Alberta, British Columbia, Manitoba or Saskatchewan.

6. Winner Selection

A random draw to select the winner from the total number of Eligible Participant Entries duly received during the Contest Period will be conducted at the end of each day the contest runs. The winner of the Contest will be notified by phone or email within ten (10) business days of the draw. The winner shall hereinafter be referred to as the **"Selected Entrant"**.

If the Selected Entrant does not claim his or her Prize by 4:00 pm Mountain Time two days after being contacted or does not respond to the notification and otherwise comply with all other Rules, the Selected Entrant will not be declared a winner nor receive the Prize and

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Bayer may choose an alternative Selected Entrant. If after three (3) such attempts an alternative Selected Entrant is not secured, Bayer reserves the right to not award the Prize.

An Eligible Participant can only win one (1) time per Contest Period. If a Selected Entrant has already won during the Contest Period, their Entry will be forfeit and another Entry will be chosen.

7. Winners' Agreements

Before a Selected Entrant can be declared a winner and receive the Prize (the "**Winner**"), a Selected Entrant must do all of the following:

- a. sign an agreement and release (the "**Agreement**") with Bayer:
 - i. confirming the Selected Entrant's compliance with and acceptance of the Rules;
 - ii. releasing Bayer and their respective parent, affiliated and associated corporations, directors, officers, employees and agents and indemnifying them from and against any and all liability, causes of action, claims, loss, harm, damages, costs or expenses to the Selected Entrant and any other individual or entity arising out of, or directly or indirectly in relation to, the Selected Entrant's participation in the Contest or receipt or use of the Prize, including without limitation, any use or misuse of the Prize, any violations of applicable laws, regulations, guidelines and/or industry standards, any inability to use the Prize, any costs and expenses associated with the Prize, any losses or damages related to personal injuries, death, loss or destruction of property associated with the Prize, any rights of publicity or privacy and any defamation or portrayal in a false light;
 - iii. granting and consenting, without any further compensation, to the use by Bayer and its agents of the Selected Entrant's name, likeness, photograph (which can include but is not limited to a photograph or photographs of the Selected Entrant and the Prize), place of residence, voice and expressions for administration and advertising and promotional purposes anywhere in the world and in any medium, including but not limited to the internet and social media platforms, as and in relation to being the Contest Winner;
- b. sign any other form of agreement required to be signed by Bayer and
- c. correctly answer, without mechanical aid or assistance, a mathematical skill-testing question to be administered by mail and/or telephone by a Bayer representative.

The Selected Entrant must sign and return the Agreement (and other any other form of agreement required to be signed by Bayer including, but not limited to, a Liberty and Trait Agreement) within ten (10) business days of the notification date in section 6 of these Rules. Thereafter, Bayer will contact the Winner respecting the details of receiving the Prize. If the Selected Entrant does not sign and return the Agreement (and other any other form of agreement required to be signed by Bayer including, but not limited to, a Liberty and Trait Agreement) as stipulated in these Rules, that Prize will be irrevocably forfeited and the Selected Entrant disqualified from the Contest.

8. Privacy and Submitted Materials

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Any personal information received shall be treated by Bayer in accordance with applicable privacy legislation and Bayer privacy policies. Entry of a participant in the Contest constitutes the consent of such participant to the collection, use and disclosure by Bayer of any personal information provided by such participant for the purposes of:

- a. administering this Contest and as identified in section 7 of these Rules (which consent cannot be revoked without disqualification from the Contest); and
- b. identifying and better understanding a participant's needs and preferences in order to develop and offer that participant information, products and/or services by Bayer or its agents (which consent can be revoked by the participant separately contacting Bayer and advising it of such revocation).

By participating in the Contest participants expressly consent to Bayer and its agents communicating with the participants by electronic messages sent in accordance with applicable legislation for commercial activities associated with this Contest or referenced in these Rules.

By participating in the Contest each participant grants Bayer an irrevocable, perpetual, transferable, worldwide, fee and royalty free license to copy, use, publish, transmit and create derivative materials using and from, any materials submitted by participant in association with the Contest for any uses contemplated by the Rules including associated promotional and marketing purposes.

9. Limit of Liability

A participant, by submitting any Entry for this Contest (whether such participant is an Eligible Participant or is disqualified) agrees to and does release (to the extent permitted by law) Bayer, the Sponsor and their respective directors, officers, employees and agents from and against any and all liability for any loss, harm, damages, costs or expenses to such participant or any other individual or entity arising out of: incorrect or inaccurate transcription of entry information; incomplete, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed entries, or entries received through impermissible or illegitimate channels (all of which will be disqualified); technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, platform (social media or otherwise), hardware or software; unauthorized human intervention in any part of the entry process or the Contest; electronic or human error which may occur in the administration of the Contest or the processing of entries; any processes utilized and/or decisions made by Bayer regarding the selection and/or determination of the Selected Entrant and the Winner; and any decisions made by Bayer in administering this Contest in accordance with these Rules, including without limitation, respecting disqualifications and eligibility determinations, Prize substitution, Prize transferability, changes to the Contest Period and any other changes to the Contest permitted by these Rules.

10. Disputes

A participant, by submitting any entry for this Contest (whether such participant is an Eligible Participant or is disqualified) agrees that: any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; any and all claims, judgments and awards shall be limited to direct out-of-pocket costs incurred, including costs associated with entering this Contest but in no event lawyers' fees; and all rights to claim punitive, incidental and consequential damages, multiple damages and any other damages, other than direct out-of-pocket

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expenses, are hereby irrevocably waived. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL SUCH PARTICIPANTS.

A participant, by submitting any Entry for this Contest (whether such participant is an Eligible Participant or is disqualified) agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or any rights and obligations in connection with the Contest, shall be governed by the applicable federal laws of Canada and the laws of the province of Alberta without regard to any conflict of law rules and to attorn to the exclusive jurisdiction of the courts of Alberta.

11. List of the Winner and Copy of the Rules

A list of the Winners and a copy of these Rules can be obtained by contacting Bayer at 130, 160 Quarry Park Blvd. SE, Calgary, Alberta, T2C 3G3 and providing Bayer with a self-addressed stamped envelope for provision of such information and materials.