

Bayer CropScience Inc. Olympus Contest Rules

1. Introduction

This **Olympus 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 commences **on September 17, 2018 at 7:00 AM Mountain Time** and ends on **September 30, 2018 at 11:59 PM Mountain Time** (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 open only to individuals who meet **all** of the following criteria:

- a) are legal residents of British Columbia, Alberta, Saskatchewan, Manitoba or Ontario;
- b) are eighteen (18) years of age or older;
- c) are considered a Grower or Growers family member (as defined below); and
- d) meet all other requirements set out in the Rules.

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

A "**Grower**" or **Grower family**" is:

- a. a family actively engaged in producing a crop on land in British Columbia, Alberta, Saskatchewan, Manitoba or Ontario owned by or leased to such individual for that purpose; or
- b. a corporation actively engaged in producing a crop on land in British Columbia, Alberta, Saskatchewan, Manitoba or Ontario owned by or leased to such corporation for that purpose; or
- c. a partnership (a "**Partnership**") where the Partnership is a demonstrably distinct farming operation in British Columbia, Alberta, Saskatchewan, Manitoba or Ontario:
 - i. comprised of only those members of the Partnership ("**Partners**") engaged in producing a crop on land, or with assets or equipment, that is owned by the Partnership or contributed by the Partners; and
 - ii. distributes all or a portion of revenue, if any, from such crop among Partners. Employees of Bayer and members of their households (individuals with whom they reside in the normal and customary course of their residency) are not eligible to enter the Contest.

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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 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 doing the following during the Contest Period:

- i. submit a photo of foxtail barley in their wheat field and use the hashtag #EndsHere4FoxtailBarley. The image can be submitted through any one of the following channels:
 - a. emailed to shannon.wentz@bayer.com;
 - b. addressed mail to Suite 130, 160 Quarry Park Blvd SE, Calgary, AB T2C 3G3, attn: Shannon Wentz;
 - c. through Direct Message on twitter at @Bayer4CropsCA; or
 - d. posted on participants twitter feed tagging @Bayer4CropsCA and using the hashtag ##EndsHere4FoxtailBarley.

("Entries" or each an "Entry").

Each Eligible Participant can submit unlimited entries during the Contest Period. The Entries shall be entered for the Prize available to an Eligible Participant after Entry submission. There can be only one (1) Eligible Participant per household for the Contest and any violation or attempted violation of this condition shall result in disqualification. Bayer shall have the right to disqualify any Eligible Participant if Bayer, in its sole discretion, considers the Eligible Participant to have or have attempted to have tampered with the entry process, violated any Rules or otherwise acted in an un-sportsmanlike, disruptive or abusive manner. Entries that are incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. Any violation or attempted violation of any applicable laws, regulations, guidelines, industry standards and/or community standards shall result in immediate disqualification from the Contest. All Entries shall become the property of Bayer and shall not be returned.

The Eligible Participant shall ensure that their participation in the Contest is conducted in an ethical and professional manner and that all such participation is carried out in accordance with all applicable laws, regulations, guidelines, industry standards and community standards.

5. Prize

Subject to these Rules:

The prize is one bottle (treats 80 acres) of Bayer's Olympus herbicide valued at \$480 Canadian dollars ("Prize"). The Prize will be awarded to five (5) Winners (as defined below) as determined by Bayer. Each Winner will receive 80 acres of Olympus herbicide to be distributed by a Bayer representative at the completion of the Contest and at Bayer's sole discretion.

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

6. Winner Selection

A random draw to select the Winner (as defined below) from the total number of Eligible Participant Entries duly received by Bayer during the Contest Period will be conducted on **October 15, 2018 at 2:00 PM Mountain Time in Calgary, Alberta.**

(the winner shall hereinafter be referred to as the "**Selected Entrant**").

The Selected Entrant shall be notified by telephone within ten (10) business days of the draw and must respond to the contact person and number identified in the notification within two (2) business days of the notification. If a Selected Entrant 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 Bayer shall draw for another Selected Entrant. If after three (3) such attempts an alternative Selected Entrant is not found, Bayer reserves the right to donate the Prize to a registered charity of its choice or to not award the Prize.

7. Winners' Agreements

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

- 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, its parent, affiliated and associated corporations, and its 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, violations of applicable laws, regulations, guidelines, industry standards and/or community standards, or receipt or use of the Prize, including without limitation, any use or misuse of or inability to use the Prize, any costs and expenses associated with the Prize, any losses or damages related to personal injuries, death or loss of 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, social media user name/handle, likeness, photograph (including the photograph provided as part of the Entry), place of residence, voice and expressions for Contest administration and for 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 a Contest Winner; and

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- b. 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 within ten (10) business days of the notification date in section 6 of these Rules. Bayer will contact the Winner respecting the details of receiving the prize. If the Selected Entrant does not sign and return the Agreement as stipulated in these Rules, the Prize will be irrevocably forfeited and the Selected Entrant disqualified from the Contest.

8. Privacy and Submitted Materials

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, including but not limited to the Drawing, for any uses contemplated by the Rules including but not limited to for use by Bayer in the Bayer in the 2018 BayerValue Farm Safety Calendar and any other 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 and its 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, illegible, 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, camera or similar device, 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; and any decisions made by Bayer in administering this Contest in accordance with these Rules, including without limitation,

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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 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 Winner 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.

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