

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 authorizes Bayer CropScience Inc. ("Bayer") and its agents to automatically process entitlements earned by or available to the grower under the BayerValue Program that are processed by Bayer through the receipt by Bayer of:
 - a. electronic transactional data from suppliers of the grower and/or Partners; or
 - b. proof of purchases of products by and from the grower and/or Partners that are satisfactory to Bayer.
2. By registering for the BayerValue Program, the grower consents to Bayer's and/or its agents' collection, use and disclosure of information including transactional data for purchases of all and any Bayer products or other products and any associated personal information, for the following required purposes (the "Required Purposes"):
 - a. the grower's participation in, and Bayer's and/or its agents' assessing and processing entitlements under, the BayerValue Program;
 - b. investigating and acting on violations of the BayerValue Program and/or Bayer's intellectual property rights.
3. By registering for the BayerValue Program, the grower consents to Bayer's and/or its agents' collection, use and disclosure of information including transactional data for purchases of all and any Bayer products and other products and any associated personal information, for the following other purposes ("Other Purposes"):
 - a. the grower's participation in, and Bayer's and/or its agents' assessing and processing entitlements under, other marketing programs that are not part of the BayerValue Program ("Other Bayer Programs");
 - b. Bayer better understanding a grower's needs and preferences in order to develop and offer information, services and products by Bayer, Bayer Inc., Bayer's agents, or Bayer's authorized distributors/retailers or other business connections.
4. 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.
5. Grower acknowledges and agrees that Bayer and its 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@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's privacy policies and the stated purposes for which such information was sought. For more information, please contact the Bayer privacy officer at 200, 160 Quarry Park Boulevard SE, Calgary, AB T2C 3G3 or at rebate.fulfillment@bayercropscience.com.
9. Bayer shares information with its affiliates for the purposes specified in the terms and conditions. Bayer uses affiliated companies in the United States of America and Germany 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 above.