

Bayer CropScience Inc. Dead Weeds Society Social Contest Official Rules

1. Introduction

This 2018 Dead Weeds Society 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 on January 8, 2018 7:00am MT and ends on March 16, 2018 at 6:00pm MT (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) will affect materially the chances of winning by extending the potential for Contest entry by further participants.

3. Eligibility to Enter

The Contest is open only to individuals who: (a) have been invited to participate in the Contest, by Bayer; (b) are legal residents of Canada other than in the Province of Quebec; (c) are eighteen (18) years of age or older; and (iv) meet all other requirements set out in the Rules ("Eligible Participants" or each an "Eligible Participant"). Employees of Bayer and members of their households 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 on the number of Eligible Participants participating in the Contest.

To enter the Contest, Eligible Participants must during the Contest Period fully and properly: (a) submit a poem about a weed the Eligible Participant would like to get rid of on their farm using the hashtag #DeadWeedsSociety through the Bayer CropScience Twitter handle @Bayer4CropsCA; or (b) submit the poem via mail to Bayer at 160 Quarry Park Blvd SE, Calgary, AB T2C 3G3 Attention: Shannon Wentz

Each Eligible Participant can enter the Contest only once and there can be only one Eligible Participant per household. 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 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. Entry Forms that are incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. All Entry Forms shall become the property of Bayer and shall not be returned.

5. Prizes

Subject to these Rules, there are three (3) one hundred dollar (\$100) Visa gift cards to be won (the "Prizes" or each a "Prize"). The Prize is valued in Canadian dollars. 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 the Prize for another prize of equivalent value or allow for a transfer of a Prize from a Winner.

6. Winner Selection

A random draw to select the Prize winner from the total number of Eligible Participant Entry Forms duly received by Bayer during the Contest Period will be conducted on March 30th, 2018 at 10:00am MT in Calgary, Alberta (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 a prize and

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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 the Selected Entrant can be declared a winner and receive the prize (the "Winner" or each a "Winner"), 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, and its respective directors, officers, employees and agents from and against any and all liability for any loss, harm, damages, costs or expenses to the Selected Entrant or any other individual or entity arising out of participation in the Contest, including without limitation, any use or misuse of 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, likeness, photograph, place of residence, voice and expressions for Contest administration and for advertising and promotional purposes anywhere in the world and in any medium, as and in relation to being a Contest Winner; and
- (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 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 the 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

Any personal information received from Entry Forms 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 and other Bayer customers information, products and/or services by Bayer, its agents or partners.

Consent provided for in the above section 8(b) consent can be revoked by the participant separately contacting Bayer and advising it of such revocation, provided that Bayer can continue to use all information provided within an Entry Form completed by that participant if Bayer anonymizes the information so that the information can no longer be identified as emanating from that participant (the "Consent Withdrawal").

9. Limit of Liability

A participant, by submitting any entry for this Contest (whether such participant is an Eligible Participant, or uses or submits an Entry Form or is disqualified) agrees to and does release (to the extent permitted by law) Bayer, and its 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, 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

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disqualified); technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, 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, 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, uses or submits an Entry Form 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, uses or submits an Entry Form 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 laws of the province of Alberta without regard to any conflict of law rules and to attorn to the non-exclusive jurisdiction of the courts of Alberta. This Contest is subject to all applicable federal, provincial and municipal laws.

11. List of Winners and Rules

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