

# AgSolutions Rewards Program

To receive your rebate, purchase a **minimum of \$10,000** of BASF crop solution products. The purchase must consist of at least two of the following Qualifying Products, each with a minimum of 320 acres.

Western Canada  
2018

## CLEARFIELD® CROPS<sup>1</sup>



## INOCULANTS<sup>2</sup>



## SEED TREATMENTS



## HERBICIDES



## FUNGICIDES



CALCULATE YOUR SAVINGS	Total Purchase Value of Rebate Qualifying Products <sup>3</sup>	2 Qualifying Products <sup>4</sup>	3 Qualifying Products <sup>4</sup>	4 Qualifying Products <sup>4</sup>	5+ Qualifying Products <sup>4</sup>
	\$10,000 – \$99,999	1%	2%	3%	4%
	\$100,000 – \$249,999	2%	3%	4%	5%
	\$250,000+	3%	4%	5%	6%

**SEED TREATMENT BONUS REBATE\***

**\$1 PER ACRE ON**

**BASED ON 160 AC/CASE**

**Insure Cereal**  
Fungicide Seed Treatment

**AND/OR**

**Insure Pulse**  
Xemium® Fungicide Seed Treatment

**BASF**  
We create chemistry

\*To qualify for the \$1/acre Bonus Rebate, Eligible Participants must first qualify for a Rebate under the 2018 AgSolutions® Rewards Program, and must purchase Insure® Pulse and/or Insure Cereal fungicide seed treatments at a minimum of 320 acres each (based on a label rate of 160 ac/case). See complete Terms and Conditions attached. For illustrative purposes only, an Eligible Participant that applies: a) Insure Cereal on wheat at an application rate of 300 ml/100kg of seed, will earn approximately \$1.34 per treated acre, based on a 2 bu/ac seeding rate; b) Insure Pulse on peas at a rate of 300 ml/100 kg of seed, will earn a rebate of approximately \$2.00 per treated acre, based on a 3 bu/ac seeding rate; c) Insure Pulse on lentils at a rate of 300 ml/100 kg of seed, will earn a rebate of approximately \$0.67 per treated acre, based on a 1 bu/ac seeding rate. <sup>1</sup> Matched with Clearfield® chemistry. <sup>2</sup> Applies to all Nodulator® inoculant products. For complete list of eligible products, see Product Table #7 in the complete Terms and Conditions on the pages to follow. <sup>3</sup> For complete list of Rebate Qualifying Products, see Section 4bi in the complete Terms and Conditions on the pages to follow. <sup>4</sup> To count towards the Total Number of Brand Qualifying Products, a Brand Qualifying Product must have been purchased in accordance with these Terms at a minimum of three hundred and twenty (320) acres.

1. **Offer Overview:** Subject to the terms, conditions and restrictions set forth below, BASF Canada Inc. ("BASF") is offering (the "Offer") each Eligible Participant (as defined below in section 3) the opportunity to receive a Rebate (the "Rebate") in an amount to be calculated by BASF as being between 1% and 6% off the Suggested Retail Price ("SRP"), exclusive of taxes, of each case of Rebate Qualifying Product (as defined below in section 4b), when the Eligible Participant makes purchases (from an authorized Western Canadian retailer at the SRP during the Offer Period, as defined below in section 2) that consist of: (i) purchases of Rebate Qualifying Products (as defined below in Section 4b) totalling \$10,000 or more (exclusive of taxes); and (ii) a minimum of two (2) Brand Qualifying Products (as defined below in Section 4b), up to a maximum of five (5) Brand Qualifying Products, that are each purchased at a minimum quantity of three hundred and twenty (320) acres. Each Eligible Participant who has qualified for a Rebate is also eligible to receive a Bonus Rebate (the "Bonus Rebate"). The value of the Rebate (and, if applicable, Bonus Rebate), if any, that an Eligible Participant is eligible to receive pursuant to this Offer will be calculated by BASF, in its sole and absolute discretion, in accordance with the terms and conditions of these Official Terms and Conditions (the "Terms").

2. **Offer Period:** The Offer begins October 1, 2017 at 7:00 a.m. Eastern Time ("ET") and ends September 30, 2018 at 11:59 p.m. ET (the "Offer Period").

3. **Eligibility:** The Offer is open to Canadian growers who: (i) reside in British Columbia (Peace Region only), Alberta, Manitoba, or Saskatchewan; (ii) are the owner, operator or designated representative of a farm (the "Farm"); and (iii) have reached the legal age of majority in their province of residence (each, an "Eligible Participant"). These Terms govern this Offer and must be followed by all Eligible Participants at all times. By agreeing to participate in the Offer, each Eligible Participant is signifying his/her agreement to comply with, and be legally bound by, these Terms.

4. **How to Qualify:** To qualify for the Offer and be eligible to receive a Rebate, an Eligible Participant must:

a. Comply with all of the terms and conditions set forth in these Terms (as determined by BASF in its sole and absolute discretion); and

b. During the Offer Period, make purchases (from an authorized Western Canadian retailer at the SRP during the Offer Period) that consist of:

i. Purchases totalling a minimum of \$10,000 CAD or more (exclusive of taxes) of the following Rebate Qualifying Products (the "Rebate Qualifying Product(s)"); and

**Inoculants:** All NODULATOR® brands.

**Seed Treatments:** INSURE® CEREAL, INSURE PULSE, and CHARTER® RTU.

**Herbicides:** ALTITUDE FX® 2, ARES®, ARMEZON®, BANVEL® II, BASAGRAN®, BASAGRAN FORTE, DISTINCT®, DYVEL®, DYVEL DSP, ENGENIA®, GLADIATOR®, HEAT® WG, HEAT LQ, ODYSSEY® WG, ODYSSEY ULTRA, ODYSSEY DLX, ODYSSEY NXT, ODYSSEY ULTRA NXT, OUTLOOK®, POAST® ULTRA, PURSUIT®, SOLO®, SOLO ADV, SOLO ULTRA, TENSILE®, VIPER® ADV, and ZIDUA™ SC.

**Fungicides:** ACROBAT®, FORUM™, CARAMBA®, CABRIO® PLUS, CANTUS®, COTEGRA™, DYAX™, HEADLINE®, LANCE®, LANCE AG, NEXICOR™, PRIAXOR®, PRIAXOR DS, SERCADIS®, and TWINLINE®.

ii. A minimum of two (2) (up to a maximum of five (5)) of the following Brand Qualifying Products (the "Brand Qualifying Products") that are each purchased at a minimum quantity of three hundred and twenty (320) acres:

**Inoculants:** All NODULATOR brands.

**Seed Treatments:** INSURE CEREAL, and INSURE PULSE.

**Clearfield® crops (matched with Clearfield chemistry):** Clearfield canola (including Nexera™ and XCEED®), Clearfield lentils, Clearfield sunflowers, and Clearfield wheat.

**Herbicides:** ARES, ARMEZON, BANVEL II and/or ENGENIA, BASAGRAN FORTE, DISTINCT, HEAT LQ, ODYSSEY NXT, ODYSSEY ULTRA NXT, SOLO and/or SOLO ADV, SOLO ULTRA, VIPER ADV, and ZIDUA SC.

**Fungicides:** CABRIO PLUS, CANTUS and/or LANCE and/or LANCE AG and/or COTEGRA, DYAX, NEXICOR, SERCADIS, CARAMBA, PRIAXOR and/or HEADLINE, TWINLINE.

By way of example only, if an Eligible Participant purchases a total of \$25,000 CAD or more (exclusive of taxes) of Rebate Qualifying Products, including 320 acres of HEAT LQ + 640 acres of PRIAXOR, then he/she would be eligible to receive a Rebate pursuant to the Terms of this Offer.

By way of example only, if an Eligible Participant purchases a total of \$25,000 CAD or more (exclusive of taxes) of Rebate Qualifying Products, including 120 acres of HEAT LQ + 360 acres of PRIAXOR + 120 acres of ALTITUDE FX 2, then he/she would not be eligible to receive a Rebate pursuant to the Terms of this Offer.

By way of example only, if an Eligible Participant purchases a total of \$5,000 CAD (exclusive of taxes) of Rebate Qualifying Products, including 320 acres of HEAT LQ + 640 acres of PRIAXOR, then he/she would not be eligible to receive a Rebate pursuant to the Terms of this Offer.

If an Eligible Participant completes all of the foregoing steps in accordance with these Terms (as determined by BASF in its sole and absolute discretion), then the Eligible Participant will be eligible to qualify for the Offer and to receive the Rebate. **There is a limit of one (1) Rebate per Farm.**

5. **How to Qualify for a Bonus Rebate:** An Eligible Participant that qualifies for a Rebate in accordance with these Terms (as determined by BASF in its sole and absolute discretion) will also be eligible to receive a Bonus Rebate if, during the Offer Period, he/she makes qualifying purchases (from any authorized Western Canadian retailer(s)) that consist of:

a. a minimum of three hundred and twenty (320) acres of INSURE PULSE fungicide seed treatment; and/or

b. a minimum of three hundred and twenty (320) acres of INSURE CEREAL fungicide seed treatment

The Bonus Rebate is in addition to the Rebate. **There is a limit of one (1) Bonus Rebate per Farm.**

#### IMPORTANT NOTE REGARDING CLEARFIELD:

In order for Clearfield canola (including Nexera and XCEED), Clearfield wheat, Clearfield lentils, and/or Clearfield sunflowers acres to qualify as Brand Qualifying Product(s), the Eligible Participant must sign a Clearfield Commitment Form AND purchase matching acres of a herbicide that is registered on that crop and the soil zone in which the applicable acres are located. Eligible Participants who: (i) signed and submitted a Clearfield Commitment Form for Clearfield canola, Clearfield wheat and/or Clearfield sunflowers in 2015, 2016 or 2017 will not be required to sign a Clearfield Commitment Form in 2018; and/or (ii) signed a Clearfield Commitment Form for Clearfield lentils in 2015, 2016 or 2017 will be required to register their 2018 Clearfield lentils acres with their BASF retailer to remain eligible for this Offer.

To obtain information about the Clearfield Commitment Form, and to complete a Commitment Form, Eligible Participants should go to the BASF Secure Grower Website at [www.agsolutions.ca](http://www.agsolutions.ca) or visit their eligible Western Canadian Retailer. Signed Commitment Forms must be submitted by the Eligible Participant's eligible Western Canadian Retailer either by mail, fax or online via BASF's Secure Retail Website no later than **July 9, 2018**. See Clearfield Commitment Form for mailing address and fax number details.

Acres are calculated based on recommended full label application rates and seeding rates for Clearfield canola (including Nexera and XCEED), Clearfield wheat, Clearfield lentils or Clearfield sunflowers.

#### 6. Rebate Percentage and Bonus Rebate Calculation:

a. To determine the Rebate Percentage Value (the "Rebate Percentage Value") that an Eligible Participant is eligible to receive pursuant to the Terms of this Offer, BASF will:

i. Determine the monetary value of Rebate Qualifying Products that were purchased by an Eligible Participant, using the SRP (exclusive of taxes) during the Offer Period from an authorized Western Canadian retailer in accordance with these Terms (the "Total Purchase Value of Rebate Qualifying Products"); and

ii. Determine the total number of Brand Qualifying Products that were purchased (each at a minimum quantity of three hundred and twenty (320) acres) by the Eligible Participant from an authorized Western Canadian retailer in accordance with these Terms (the "Total Number of Brand Qualifying Products") as outlined in more detail in Section 10d; and

iii. Refer to the following Chart:

Total Purchase Value of Rebate Qualifying Products	Total Number of Brand Qualifying Products*			
	2	3	4	5+
\$10,000 – \$99,999	1%	2%	3%	4%
\$100,000 – \$249,999	2%	3%	4%	5%
\$250,000+	3%	4%	5%	6%

\*To count towards the Total Number of Brand Qualifying Products, a Brand Qualifying Product must have been purchased in accordance with these Terms at a minimum of three hundred and twenty (320) acres.

The Rebate Percentage Value shown in the chart above represents the percentage that BASF will use to calculate the amount of the Rebate that an Eligible Participant is eligible to receive off the SRP, exclusive of taxes, of each case of Rebate Qualifying Product that was purchased in accordance with these Terms.

By way of example only, if BASF determines that an Eligible Participant has: (i) a Total Purchase Value of Rebate Qualifying Products of \$25,000; and (ii) a Total Number of Brand Qualifying Products of 4; then that Eligible Participant would have a Rebate Percentage Value of 3% and would therefore be eligible to receive 3% off the SRP, exclusive of taxes, of each case of Rebate Qualifying Products that were purchased in accordance with these Terms.

All Rebate calculations will be based on SRP in Western Canada multiplied by the corresponding Rebate Percentage Value. Retailers have complete autonomy to determine the resale pricing for the products described herein and may choose to sell such products at prices which are different from those suggested by BASF. Rebates will be calculated on a per acre basis, using all Rebate Qualifying Products purchased, including partial cases.

b. The value of the Bonus Rebate, if any, that an Eligible Participant is eligible to receive pursuant to this Offer will be calculated by BASF, in its sole and absolute discretion, in accordance with these Terms, as follows:

i. The Eligible Participant will earn \$1.00 CAD/acre Bonus Rebate on purchased acres of INSURE CEREAL and/or INSURE PULSE by completing one of the following transactions:

- Purchase (at a minimum) three hundred and twenty (320) acres of INSURE CEREAL; and/or
- Purchase (at a minimum) three hundred and twenty (320) acres of INSURE PULSE

By way of example only, if BASF determines that an Eligible Participant, who qualifies for a Rebate has purchased: (i) 320 acres of INSURE CEREAL, then that Eligible Participant would receive a Bonus Rebate of \$320.

By way of example only, if BASF determines that an Eligible Participant, who qualifies for a Rebate has purchased: (i) 320 acres of INSURE CEREAL; and (ii) 640 acres of INSURE PULSE, then that Eligible Participant would receive a Bonus Rebate of \$960.

By way of example only, if BASF determines that an Eligible Participant, who qualifies for a Rebate has purchased: (i) 160 acres of INSURE CEREAL; and (ii) 160 acres of INSURE PULSE, then that Eligible Participant would not receive a Bonus Rebate

By way of example only, if BASF determines that an Eligible Participant, who qualifies for a Rebate has purchased: (i) 320 acres of INSURE CEREAL; and (ii) 200 acres of INSURE PULSE, then that Eligible Participant would receive a Bonus Rebate of \$320.

Prior to qualifying for the Offer, the Eligible Participant will be required to accept and agree to be legally bound by these Terms. In addition, the Eligible Participant will have the opportunity to agree to the terms and conditions contained within the BASF Grower Privacy Consent and the BASF Commercial Electronic Messages Consent (the "Consent Forms"). Copies of the Consent Forms can be obtained by contacting AgSolutions® Customer Care at 1-877-371-BASF (2273). An Eligible Participant may subsequently withdraw his/her consent to receive electronic communications at anytime without affecting their eligibility for this Offer.

7. **Qualifying Products and Related Conditions:** For the purposes of the Offer, the Rebate Qualifying Products and Brand Qualifying Products (collectively, "Qualifying Products") will have the following label rates:

Qualifying Product	Application Rate†	Acres/Unit	Qualifying Product	Acres/Unit
ACROBAT		80	NEXICOR	80
ALTITUDE FX 2		40	NODULATOR LQ	20 (in furrow)
ARES		40	NODULATOR Granular	8
ARMEZON		40	NODULATOR SCG	10
BANVEL II		200	NODULATOR CP SA Peat	100
BASAGRAN		20	NODULATOR CP SCG	10
BASAGRAN FORTE		20	NODULATOR FB SA Peat	72
CABRIO PLUS		22	NODULATOR XL LQ	135
CANTUS		160	NODULATOR XL SA Peat	37
CARAMBA		40	NODULATOR XL LQ	15
CHARTER RTU		160	NODULATOR N/T SA Peat	140
Clearfield canola (includes Nexera)	11 acres/bag		NODULATOR PRO	140
Clearfield wheat	0.67 acres/bushel		NODULATOR DUO SCG	15
Clearfield lentils	0.012 – 0.026 acres/lb		ODYSSEY WG	40
Clearfield XCEED	9.1 – 11 acres/bag		ODYSSEY NXT	80
Clearfield sunflowers (confectionary)	5 acres/bag§		ODYSSEY ULTRA	40
Clearfield sunflowers (oilseeds)	1 acre/22,500 seeds§		ODYSSEY ULTRA NXT	40
COTEGRA		80	OUTLOOK	52
DISTINCT		80	POAST ULTRA	80
DYAX		120	PURSUIT	80
DYVEL		40	PRIAXOR	160
DYVEL DSP		60	PRIAXOR DS	160
ENGENIA		40		
GLADIATOR		80		

Qualifying Product	Application Rate <sup>†</sup>	Acres/Unit	Qualifying Product	Acres/Unit
FORUM		50	SERCADIS	20
HEADLINE		80	SOLO	40
HEAT WG		640	SOLO ADV	40
HEAT LQ		80	SOLO ULTRA	40
INSURE CEREAL		160	TENSILE	40
INSURE PULSE		160	TWINLINE	80
LANCE		40	VIPER ADV	40
LANCE AG		50	ZIDUA SC	80

<sup>†</sup> Seeding rate varies depending on variety.

<sup>§</sup> Seeding rates are subject to change, please visit [agsolutions.ca](http://agsolutions.ca) for updates.

8. **Verification:** BASF reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to BASF); (i) for the purposes of verifying an Eligible Participant's eligibility to participate in this Offer; (ii) for the purposes of verifying the legitimacy of any Data (as defined below in Section 10b), Qualifying Products and/or other information; and/or (iii) for any other reason BASF deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with BASF's interpretation of the letter and spirit of these Terms. Failure to provide such proof to the complete satisfaction of BASF within the timeline specified by BASF may result in disqualification in the sole and absolute discretion of BASF. All determinations regarding whether or not an Eligible Participant is eligible to earn a Rebate (and, if applicable, Bonus Rebate), in accordance with these Terms will be made by BASF in its sole and absolute discretion. If it is discovered by BASF (using any evidence or other information made available to or otherwise discovered by BASF) that any Eligible Participant (or any person or entity purporting to be an Eligible Participant) has attempted to use multiple names, identities and/or any other means not expressly sanctioned by these Terms to participate in or disrupt this Offer, then he/she may be disqualified from the Offer in the sole and absolute discretion of BASF.

9. **Notification and Confirmation:** If an Eligible Participant has been deemed by BASF, in its sole and absolute discretion, to be eligible to qualify for the Offer and to receive a Rebate (and, if applicable, Bonus Rebate), then the Eligible Participant may be notified by a representative of BASF. If an Eligible Participant: (i) cannot accept (or is unwilling to accept) the Rebate (and, if applicable, Bonus Rebate), for any reason; and/or (ii) is determined to be in violation of BASF's interpretation of the letter and/or spirit of these Terms (all as determined by BASF in its sole and absolute discretion); then the Rebate (and, if applicable, Bonus Rebate), shall, in the sole and absolute discretion of BASF, be forfeited in its entirety and the Eligible Participant will be disqualified from participating in the Offer.

10. **Additional Conditions:**

- This Offer does not apply to any Qualifying Products that are returned for any reason whatsoever or for any Qualifying Products purchased for resale.
- Retailers are required to submit customer transactional data relating to Orders and Purchase Transactions (the "Data") on behalf of Eligible Participants to BASF. Offer eligibility will be determined by BASF, in its sole and absolute discretion, using this Data. All Data must be submitted by the retailer to BASF by no later than October 9, 2018 in order for such Data to be eligible for the purposes of this Offer.
- If an Eligible Participant who has earned a Rebate (and, if applicable, Bonus Rebate), pursuant to this Offer returns any Qualifying Products to a retailer after September 30, 2018, then the Eligible Participant shall be required to return or repay the value of the Rebate (and, if applicable, Bonus Rebate), (or the applicable portion of the Rebate or Bonus Rebate) by contacting AgSolutions Customer Care at 1-877-371-BASF (2273). Failure to do so will result in a deduction from the Eligible Participant's future year's program rebate(s).
- The following combinations of Brand Qualifying Products will each count as one (1) inter-changeable Brand Qualifying Product for the purposes of this Offer:

Brand Qualifying Product Combinations	One (1) Inter-changeable Brand Qualifying Product for the purposes of this Offer
HEAT LQ, HEAT WG	HEAT LQ
ENGENIA, BANVEL II	ENGENIA
CANTUS, LANCE, LANCE AG, COTEGRA	COTEGRA
SOLO ADV, SOLO	SOLO ADV
NODULATOR LQ, NODULATOR Granular, NODULATOR SCG, NODULATOR CP SA Peat, NODULATOR CP SCG, NODULATOR FB SA Peat, NODULATOR XL LQ, NODULATOR XL SA Peat, NODULATOR XL SCG, NODULATOR N/T LQ, NODULATOR N/T SA Peat, NODULATOR PRO, NODULATOR DUO SCG	NODULATOR
ODYSSEY ULTRA NXT, ODYSSEY ULTRA, ODYSSEY DLX	ODYSSEY ULTRA NXT
ODYSSEY WG, ODYSSEY NXT	ODYSSEY NXT
PRIAXOR, PRIAXOR DS, HEADLINE	PRIAXOR

- General Conditions:** Please allow a minimum of eight (8) weeks for the Rebate (and, if applicable, Bonus Rebate), to be received from the time the Data is sent to BASF by a retailer. All Data is subject to verification and will be considered void if it cannot be verified to the complete satisfaction of BASF. The Rebate (and, if applicable, Bonus Rebate) must be accepted as awarded and is not transferable or assignable. No substitutions, except at BASF's option. Without limiting the generality of the foregoing, BASF reserves the right, in its sole and absolute discretion, to substitute the Rebate (and, if applicable, Bonus Rebate) or a component thereof with a reward of equal or greater retail value.
- Rebate (and, if applicable, Bonus Rebate), cheques with a value of less than \$100 CDN will not be processed.
- This Offer is subject to all applicable federal, provincial and municipal laws. Void where prohibited or restricted by law. The decisions of BASF with respect to all aspects of this Offer are final and binding on all Eligible Participants without right of appeal.
- BASF Canada Inc., its parent companies, associated and affiliated companies, suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration or fulfillment of the Offer, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "Released Parties") will not be liable for: (i) any late, lost, misdirected, delayed, incomplete, incompatible or misdirected Data and/or other information (all of which is void); (ii) any failure(s), malfunction(s) or other problem(s) of any nature whatsoever; (iii) the failure of any order, purchase transaction, Data and/or other element(s) of this Offer to be received, captured or recorded for any reason whatsoever; (iv) anyone being incorrectly and/or mistakenly identified as a Rebate (and, if applicable, Bonus Rebate) recipient or eligible Rebate (and, if applicable, Bonus Rebate) recipient; and/or (v) any combination of the above.
- BASF reserves the right, in its sole and absolute discretion, to withdraw, suspend or amend this Offer in any way, or to amend these Terms in any way, without prior notice or obligation, in the event of: (i) any cause beyond the reasonable control of BASF that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever; (ii) any accident, printing, administrative, or other error of any kind; and/or (iii) for any other reason that BASF deems necessary, in its sole and absolute discretion, to ensure that this Offer is conducted in accordance with BASF's interpretation of the letter and spirit of these Terms. Any attempt to undermine the legitimate operation of this Offer in any way (as determined by BASF in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, BASF reserves the right to seek remedies and damages to the fullest extent permitted by law.
- BASF reserves the right, in its sole and absolute discretion, to require that an Eligible Participant sign BASF's form of declaration and release form prior to being confirmed as the recipient of the Rebate and, if applicable, Bonus Rebate.
- By participating in this Offer and accepting the Rebate (and, if applicable, Bonus Rebate), each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Rebate (and, if applicable, Bonus Rebate) (as awarded); and (iii) releases the Released Parties from any and all liability in connection with this Offer, the Eligible Participant's participation herein and/or the awarding and use/misuse of the Rebate (and, if applicable, Bonus Rebate) or any portion thereof.
- If an Eligible Participant who is eligible to receive the Rebate (and, if applicable, Bonus Rebate) is deemed to be in violation of these Terms (as determined by BASF in its sole and absolute discretion), then the Eligible Participant may, in the sole and absolute discretion of BASF, be disqualified (and, if disqualified, will forfeit all rights to the Rebate (and, if applicable, Bonus Rebate)).
- BASF reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent deemed necessary by BASF, for purposes of verifying compliance by any Eligible Participant or other information with these Terms, or as a result of any problems, or in light of any other circumstances which, in the opinion of BASF, in its sole and absolute discretion, affect the proper administration of the Offer as contemplated in these Terms, or for any other reason.
- In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and disclosures or other statements contained in any Offer-related materials and/or any instructions or interpretations of these Terms given by any representative of BASF, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.
- By participating in this Offer, each Eligible Participant expressly consents to BASF, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Offer and in accordance with BASF's privacy policy (<https://www.basf.com/en/tools/legal/data-protection.html>) section does not limit any other consent(s) that an individual may provide to BASF or others in relation to the collection, use and/or disclosure of their personal information.
- BASF reserves the right, in its sole and absolute discretion, to take whatever measures or actions it deems necessary to help ensure that the Offer is administered in accordance with BASF's interpretation of the letter and spirit of these Terms. **ANY INDIVIDUAL OR ENTITY DEEMED BY BASF AT ANY TIME TO BE IN VIOLATION OF BASF'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON WHATSOEVER IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF BASF.**
- The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
- To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Eligible Participants, BASF or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.



**Always read and follow label directions.**

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