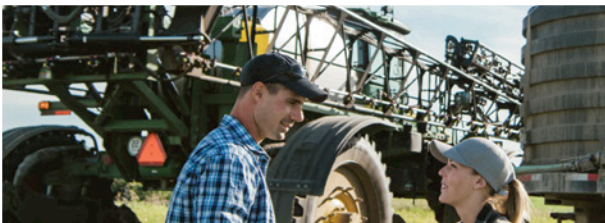




IN THANKS FOR
YOUR SUPPORT,
WE'RE RETURNING
THE FAVOUR.



AgSolutions[®]
ELITE PRIVILEGES



Added value for our most
valued customers.

 **BASF**
We create chemistry

You're at the top of your game. Here are two offers to help keep you there.



Your ongoing commitment to BASF hasn't gone unnoticed. That's why we're pleased to give you the high level of recognition you deserve. **AgSolutions®** Elite Privileges provide two exceptional benefits that are reserved exclusively for our top customers.

Exclusive Financial Rewards

Receive a **1% rebate on all AgSolutions Rebate Qualifying Products¹ and/or a premium item** of your choice based on your BASF purchases for the 2018 crop season.

Offer Requirement:

Purchase \$150,000 or more of Rebate Qualifying Products¹ in the 2018 crop season including at least 5 Brand Qualifying Products¹ (minimum 320 acres per product).

Premium item options:

- 1) DJI Spark™ Drone
- 2) GoPRO® HERO5 with Optex 16 pc Accessories Kit
- 3) Davis Instruments Wireless Vantage Pro 2™ Weather Station
- 4) Mini GAC® Plus Moisture Tester with Test Weight

¹ For a complete list of **AgSolutions** Rebate Qualifying Products and Brand Qualifying Products, see sections 4bi and 4bii in the complete Terms and Conditions on the following pages.

If you purchase \$300,000 or more of Rebate Qualifying Products¹ in the 2018 crop season including at least 5 Brand Qualifying Products¹ (minimum 320 acres per product), you will receive both a 1% rebate on all Rebate Qualifying Products¹ **AND** a premium item of your choice.

View attached Terms and Conditions for complete Offer details.

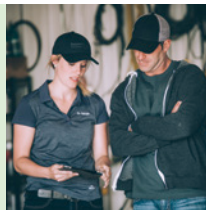
Business Support

Yours exclusively – a **complimentary² one-year subscription to Compass™ Grower Advanced**, our all-in-one mobile farm data management system.

² One-time offer. Complimentary one-year subscriptions received as part of the 2017 Elite Privileges program will not be renewed.

We're here for you.

Contact your BASF Sales Representative, or **AgSolutions** Customer Care at 1-877-371-BASF (2273).



AgSolutions®
ELITE PRIVILEGES

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Official Terms and Conditions

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 earn a Rebate (the “**Rebate**” – as outlined below in Section 5) **and/or** a Reward (the “**Reward**” – as outlined below in Section 5) when the Eligible Participant makes purchases of Rebate Qualifying Products and Brand Qualifying Products (as defined below in Section 4b) from an authorized Western Canadian retailer at the Suggested Retail Price (“**SRP**”) during the Offer Period (as defined below in Section 2) that satisfy certain purchase thresholds (as outlined in Section 5). Whether or not an Eligible Participant is eligible to receive a Rebate/Reward pursuant to this Offer will be determined by BASF, in its sole and absolute discretion, in accordance with 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**”); (iii) have reached the legal age of majority in their province of residence; (iv) make purchases of Rebate Qualifying Products (as defined below in Section 4bi) from an authorized Western Canadian retailer at the SRP during the Offer Period that collectively total \$150,000 CAD or more (exclusive of taxes); and (v) purchase a minimum of five (5) Brand Qualifying Products (as defined below in Section 4bii) from an authorized Western Canadian retailer at the SRP during the Offer Period that are each purchased at a minimum quantity of 320 acres (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/Reward, 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) that consist of:
 - i. \$150,000 CAD (exclusive of taxes) or more of the following Rebate Qualifying Products (the “**Rebate Qualifying Product(s)**”);
 - **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 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 WG and/or ODYSSEY NXT, ODYSSEY ULTRA and/or ODYSSEY DLX and/or 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.

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 any time without affecting their eligibility for 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.

5. Rebates and Rewards:

- a. If an Eligible Participant: (i) satisfies all requirements outlined in these Terms; (ii) makes purchases of Rebate Qualifying Products from an authorized Western Canadian retailer at the SRP during the Offer Period that collectively total between **\$150,000 CAD and \$299,999.99 CAD** (exclusive of taxes); and (iii) makes purchases from an authorized Western Canadian retailer at the SRP during the Offer Period of a minimum of five (5) Brand Qualifying Products that are each purchased at a minimum of 320 acres; then the Eligible Participant will be eligible to select either:
- i. a Rebate consisting of one (1) percent (1%) off the SRP, exclusive of taxes, off each case of Rebate Qualifying Product that was purchased from an authorized Western Canadian retailer at the SRP during the Offer Period; **OR**
 - ii. the opportunity to select one (1) of the following four (4) Rewards:

Reward Description	Approximate Retail Value
DJI Spark™ Drone	\$1,000 CAD
GoPRO® HERO5 with Optex 16 pc Accessories Kit	\$1,000 CAD
Davis Instruments Wireless Vantage Pro 2™ Weather Station	\$1,000 CAD
Mini GAC® Plus Moisture Tester with Test Weight	\$1,000 CAD

In this category, there is a limit of one (1) Rebate or one (1) Reward per Farm. IMPORTANT NOTE: FOR THE AVOIDANCE OF ANY DOUBT, AN ELIGIBLE PARTICIPANT WHO QUALIFIES FOR A REBATE/REWARD PURSUANT TO THESE TERMS MUST CHOOSE EITHER A REBATE OR A REWARD. UNDER NO CIRCUMSTANCES WILL AN ELIGIBLE PARTICIPANT BE PERMITTED TO EARN BOTH A REBATE AND A REWARD.

- b. If an Eligible Participant: (i) satisfies all requirements outlined in these Terms; (ii) makes purchases of Rebate Qualifying Products from an authorized Western Canadian retailer at the SRP during the Offer Period that collectively total **\$300,000 CAD or more** (exclusive of taxes); and (iii) makes purchases from an authorized Western Canadian retailer at the SRP during the Offer Period of a minimum of five (5) Brand Qualifying Products that are each purchased at a minimum of 320 acres; then the Eligible Participant will be eligible to receive:
- i. a Rebate consisting of one (1) percent (1%) off the SRP, exclusive of taxes, off each case of Rebate Qualifying Product that was purchased from an authorized Western Canadian retailer at the SRP during the Offer Period; **AND**
 - ii. the opportunity to select one (1) of the following four (4) Rewards:

Reward Description	Approximate Retail Value
DJI Spark™ Drone	\$1,000 CAD
GoPRO® HERO5 with Optex 16 pc Accessories Kit	\$1,000 CAD
Davis Instruments Wireless Vantage Pro 2™ Weather Station	\$1,000 CAD
Mini GAC® Plus Moisture Tester with Test Weight	\$1,000 CAD

In this category, there is a limit of one (1) Rebate and one (1) Reward per Farm.

If an Eligible Participant is eligible to receive a Rebate, then all Rebate calculations will be based on Rebate Qualifying Product quantities purchased multiplied by SRP in Western Canada, exclusive of taxes. 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.

If an Eligible Participant is eligible to receive a Reward, then the following terms and conditions apply to such Reward (without limiting the generality of any other provisions in these Terms):

- Under no circumstances whatsoever will any difference between the actual retail value of the Reward as at the time of fulfillment and the approximate retail value of the Reward noted above be awarded. For the avoidance of any doubt, the Reward consists of the actual item specified and not the value of such item;
- The Reward will include destination/freight charges and all applicable fees and taxes related to the Eligible Participant's selected Reward. However, the Eligible Participant agrees to be solely responsible for any and all other expenses associated with the Reward (including, but not limited to, registration and connection fees, insurance, additional accessories).
- The Reward must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by BASF in its sole and absolute discretion). No substitutions will be permitted, except at BASF's option. Without limiting the generality of the foregoing, BASF reserves the right at any time to substitute a Reward or a component thereof for any reason with another reward of equal or greater value, at BASF's sole discretion;
- The colour and other specifics of the Reward will be at the sole and absolute discretion of BASF and will be subject to availability; and
- Only the manufacturer's standard warranty, if any, will apply to the Reward.

6. **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
ACROBAT		80
ALTITUDE FX 2		40
ARES		40
ARMEZON		40
BANVEL II		200
BASAGRAN		20
BASAGRAN FORTE		20
CABRIO PLUS		22
CANTUS		160
CARAMBA		40
CHARTER RTU		160
Clearfield canola (includes Nexera)	11 acres/bag	
Clearfield wheat	0.67 acres / bushel	
Clearfield lentils	0.012 – 0.026 acres / lb	
Clearfield XCEED	9.1 – 11 acres / bag	
Clearfield sunflowers (confectionary)	5 acres / bag*	
Clearfield sunflowers (oilseeds)	1 acre / 22,500 seeds*	
COTEGRA		80
DISTINCT		80
DYAX		120
DYVEL		40
DYVEL DSP		60
ENGENIA		40
GLADIATOR		80
FORUM		50
HEADLINE		80
HEAT WG		640
HEAT LQ		80
INSURE CEREAL		160
INSURE PULSE		160
LANCE		40
LANCE AG		50
NEXICOR		80
NODULATOR LQ		20 (in furrow)
NODULATOR Granular		8
NODULATOR SCG		10
NODULATOR CP SA Peat		100
NODULATOR CP SCG		10
NODULATOR FB SA Peat		72
NODULATOR XL LQ		135
NODULATOR XL SA Peat		37

NODULATOR XL SCG		15
NODULATOR N/T LQ		140
NODULATOR N/T SA Peat		140
NODULATOR PRO		140
NODULATOR DUO SCG		15
ODYSSEY WG		40
ODYSSEY NXT		80
ODYSSEY DLX		40
ODYSSEY ULTRA		40
ODYSSEY ULTRA NXT		40
OUTLOOK		52
POAST ULTRA		80
PURSUIT		80
PRIAXOR		160
PRIAXOR DS		160
SERCADIS		20
SOLO		40
SOLO ADV		40
SOLO ULTRA		40
TENSILE		40
TWINLINE		80
VIPER ADV		40
ZIDUA SC		80

†Seeding rate varies depending on variety.

*Seeding rates are subject to change, please visit agsolutions.ca for updates.

7. **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 9b), 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/Reward 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.
8. **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/Reward, 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/Reward 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/Reward 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.

9. **Additional Conditions:**

- a. This Offer does not apply to any Qualifying Products that are returned for any reason whatsoever or for any Qualifying Products purchased for resale.
- b. Retailers are required to submit customer transactional data relating to 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.
- c. If an Eligible Participant who has earned a Rebate/Reward 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/Reward (or the applicable portion of the Rebate/Reward) 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).
- d. The following combinations of Brand Qualifying Products will 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

10. **General Conditions:** Please allow a minimum of eight (8) weeks for the Rebate/Reward 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 Reward 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/Reward or a component thereof with a reward of equal or greater retail value.
11. Rebate cheques with a value of less than \$100 CDN will not be processed.
12. 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.
13. 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/Reward recipient or eligible Rebate/Reward recipient; and/or (v) any combination of the above.

14. 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.
15. 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/Reward.
16. By participating in this Offer and accepting the Rebate/Reward, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Rebate/Reward (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/Reward or any portion thereof.
17. If an Eligible Participant who is eligible to receive the Rebate/Reward 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/Reward).
18. 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.
19. 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.
20. 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>). This 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.
21. 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.**

22. 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.
23. 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 the 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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