

BASF Ag Rewards

2019 WESTERN GROWER PROGRAM

Official Terms and Conditions

- Offer Period:** The 2019 Grower Rewards Program (Western Canada) (the "Offer") is administered by BASF Canada Inc. o/a BASF Canada ("BASF") and begins on October 1, 2018 at 7:00 a.m. Eastern Time ("ET") and ends on September 30, 2019 at 11:59 p.m. ET (the "Offer Period").
- 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 Official Terms and Conditions (the "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 unconditionally comply with, and be legally bound by, these Terms. This Offer is not available to buying groups, relationship groups (including but not limited to any BASF reward group) or any individual or entity other than an Eligible Participant as defined above.
- How to Qualify for the Offer:** To qualify for the Offer, an Eligible Participant must fully comply with these Terms (as determined by BASF in its sole and absolute discretion) and must, during the Offer Period, make purchases from an authorized Western Canadian retailer that consist of \$20,000 CAD or more (exclusive of fees and taxes, calculated using the Suggested Retail Price ("SRP"), of the following BASF Products (the "BASF Product(s)"):
 - Inoculants:** All NODULATOR® brands.
 - Seed Treatments:** INSURE® CEREAL, INSURE CEREAL FX4, INSURE PULSE
 - Herbicides:** ALTITUDE FX®2, ARMEZON®, BANVEL®II, BASAGRAN®, BASAGRAN FORTE, CENTURION®, DISTINCT®, DYVEL®, DYVEL DSP, ENGENIA®, FACET™ L, FRONTIER® MAX, GLADIATOR®, HEAT® WG, HEAT LQ, HEAT COMPLETE, LIBERTY®, ODYSSEY® WG, ODYSSEY ULTRA, ODYSSEY DLX, ODYSSEY NXT, ODYSSEY ULTRA NXT, OUTLOOK®, POAST® ULTRA, PURSUIT®, SOLO®, SOLO ADV, SOLO ULTRA, VIPER® ADV, and ZIDUA® SC
 - Fungicides:** ACROBAT®, CABRIO® PLUS, CANTUS®, CARAMBA®, COTEGRA™, DYAX™, FORUM™, HEADLINE®, LANCE®, LANCE AG, NEXICOR™, PRIAXOR®, PRIAXOR DS, SERCADIS®, and TWINLINE®
 - Seed:** INVIGOR® CANOLA SEED
 - Insecticide:** SEFINA™

For information on the SRP of the BASF Products listed in these Terms, please contact your authorized Western Canadian retailer.

All decisions regarding whether or not an Eligible Participant has qualified for the Offer will be made by BASF in its sole and absolute discretion and shall be considered to be final and binding without right of appeal. Additionally, Eligible Participants must earn a minimum Total Reward (as defined by Section 9 below) of \$150 to Qualify for the Offer.

- How to Qualify for a Baseline Reward:** To be eligible to earn a Baseline Reward (a "Baseline Reward"), an Eligible Participant must (i) qualify for the Offer in accordance with Section 3; and (ii) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of qualifying Reward products (each a "Qualifying Reward Product") in any two (2) or more of the four (4) BASF Segments (each, a "Segment") as set-out below. For the avoidance of any doubt: (i) there is a minimum purchase threshold of three hundred (300) acres of Qualifying Reward Products per Segment; and (ii) an Eligible Participant must purchase Qualifying Reward Products from at least two (2) Segments. The percentage of the Baseline Reward that an Eligible Participant is eligible to earn will be determined as follows:

(minimum 300 acres per segment to qualify)	Segment 1			Segment 2		Segment 3		Segment 4
	Insure Cereal FX4	Insure Pulse, Sercadis	Nodulator Brands	Cotegra, Priaxor, Dyax, Lance Brands, Cabrio Plus	Caramba, Twinline	Nexicor, Forum	Viper ADV, Engenia, Odyssey WG, Odyssey Ultra NXT, Solo Ultra, Solo ADV, Facet L	
Purchase from all 4 Segments	8%	8%	8%	8%	8%	8%	8%	
Purchase from 3 Segments	5%	5%	5%	5%	5%	5%	5%	
Purchase from 2 Segments	2%	2%	2%	2%	2%	2%	2%	

- How to Qualify for an InVigor Reward:** To be eligible to earn an InVigor Reward (an "InVigor Reward"), an Eligible Participant must (i) qualify for the Offer in accordance with Section 3; (ii) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of InVigor canola seed between September 1, 2018 and August 30, 2019; and (iii) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of Liberty Herbicide between September 1, 2018 and August 30, 2019. The percentage of the InVigor Reward that an Eligible Participant is eligible to earn will be determined as follows:

InVigor Reward	Segment 1			Segment 2		Segment 3		Segment 4
	Insure Cereal FX4	Insure Pulse, Sercadis	Nodulator Brands	Cotegra, Priaxor, Dyax, Lance Brands, Cabrio Plus	Caramba, Twinline	Nexicor, Forum	Viper ADV, Engenia, Odyssey WG, Odyssey Ultra NXT, Solo Ultra, Solo ADV, Facet L	
InVigor Reward	15%	8%	5%	8%	8%	5%	5%	

IMPORTANT NOTE REGARDING INVIGOR

In order for InVigor canola to qualify as BASF Product or for the InVigor Reward, the Eligible Participant must sign, have in full force and effect and continuously comply with the Liberty® and Trait Agreement (the "LTA") respecting the purchase and use of LibertyLink® Seed and Liberty Herbicide (as those terms are defined in the LTA). This Offer is void on all products if any products are used on seed, or plants grown from seed, derived from certified InVigor® hybrid canola seed or if InVigor hybrid canola seed or Liberty herbicide is used contrary to the LTA.

To obtain information about the LTA, and to complete an LTA, Eligible Participants should call AgSolutions® Customer Care at 1-877-371-BASF (2273) or email (basf@basf-agsolutions.ca). Signed LTA Forms must be submitted by the Eligible Participant's eligible Western Canadian Retailer either by mail, fax or online via BASF's LTA Portal no later than **July 9, 2019**.

- How to Qualify for a Bonus Reward:** An Eligible Participant who qualifies for the Offer in accordance with Section 3 and for a Baseline Reward in accordance with Section 4 is eligible to earn one (1) of more Bonus Rewards (each, a "Bonus Reward"), as follows:

Bonus Reward	Requirements to Qualify : NOTE: All orders/purchases outlined herein must be made through an authorized Western Canadian retailer. All Bonus Rewards are calculated using the SRP.
Heat Bonus	To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> Purchase a minimum of one thousand (1,000) acres of Heat WG and/or Heat LQ and/or Heat Complete
Clearfield lentil Bonus	To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> Sign a Clearfield® lentils Commitment Form; Register a minimum of three hundred (300) of the Eligible Participant's 2019 Clearfield lentils acres with a BASF Innovation Specialist or a Western Canadian retailer to remain eligible for this Bonus Reward; and Purchase a minimum of three hundred (300) acres of SOLO ADV, and/or SOLO ULTRA, and/or ODYSSEY ULTRA NXT, and/or ODYSSEY NXT.

IMPORTANT NOTE REGARDING CLEARFIELD LENTILS:

This Offer is void on all products if BASF has found the Eligible Participant to be in violation of their **Clearfield** Commitment.

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 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, 2019**. 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** lentils.

The percentage of the Bonus Reward(s), if any, that will be added to an Eligible Participant's Baseline Reward will be determined as follows:

	(minimum 300 acres per segment to qualify)	Segment 1			Segment 2		Segment 3		Segment 4
		Insure Cereal FX4	Insure Pulse, Sercadis	Nodulator Brands	Cotegra, Priaxor, Dyax, Lance Brands, Cabrio Plus	Caramba, Twinline	Nexicor, Forum	Viper ADV, Engenia, Odyssey WG, Odyssey Ultra NXT, Solo Ultra, Solo ADV, Facet L	
Baseline Reward	Buy from all 4 Segments	8%	8%	8%	8%	8%	8%	8%	
	Buy from 3 Segments	5%	5%	5%	5%	5%	5%	5%	
	Buy from 2 Segments	2%	2%	2%	2%	2%	2%	2%	
	InVigor Reward	15%	8%	5%	8%	8%	5%	5%	
	Heat Bonus	Add 2% to Baseline Rewards							
	Clearfield lentil Bonus	Add 2% to Baseline Rewards							
	Max. Total Savings	27%	20%	17%	20%	20%	17%	17%	

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 300 acres of Insure Cereal + 300 acres of Caramba + 500 acres of Cotegra, the Eligible Participant would be eligible for a Baseline Reward of 5% on Insure Cereal, a Baseline Reward of 5% on Caramba, and a Baseline Reward of 5% on Cotegra.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 300 acres of Insure Cereal + 300 acres of Caramba + 500 acres of Cotegra + 300 acre of InVigor Canola seed +300 acres of Liberty, the Eligible Participant would be eligible for a Baseline Reward of 5% on Insure Cereal, a Baseline Reward of 5% on Caramba, and a Baseline Reward of 5% on Cotegra purchases. In addition, the Eligible Participant would also be eligible for the InVigor Reward and would receive an InVigor Reward of 15% on Insure Cereal, an InVigor Reward of 8% on Cotegra and an InVigor Reward of 8% on Caramba purchases.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 300 acres of Insure Cereal + 1,000 acre of InVigor Canola seed +1,000 acres of Liberty, the Eligible Participant would not be eligible for a Baseline Reward but would be eligible for an InVigor Reward of 15% on Insure Cereal purchase.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 300 acres of Insure Cereal + 1,000 acre of Heat LQ, the Eligible Participant would not be eligible for a Baseline Reward nor for any Bonus Reward(s).

7. **How to Qualify for an Elite Reward:** An Eligible Participant who (i) qualifies for the Offer in accordance with Section 3; (ii) qualifies for a Baseline Reward in accordance with Section 4; and (iii) makes purchases during the Offer Period from an authorized Western Canadian retailer that consist of \$250,000 CAD or more (exclusive of fees and taxes) of BASF Products is eligible to earn an additional reward related to all Elite Qualifying Products (as defined below) purchased by the Eligible Participant from an authorized Western Canadian retailer during the Offer Period (the "**Elite Reward**"). The value of the Elite Reward is calculated as 1% of the SRP (exclusive of fees and taxes) of the Elite Qualifying Products purchases which qualify for the Elite Reward (the "**Elite Reward Percentage Value**"). The following are each an Elite Qualifying Product (the "**Elite Qualifying Products**"):

i. **Inoculants:** All NODULATOR brands

ii. **Seed Treatments:** INSURE CEREAL, INSURE CEREAL FX4, INSURE PULSE

iii. **Herbicides:** ALTITUDE FX2, ARMEZON, BANVEL II, BASAGRAN, BASAGRAN FORTE, DISTINCT, DYVEL, DYVEL DSP, ENGENIA, FACET L, FRONTIER MAX, GLADIATOR, HEAT WG, HEAT LQ, HEAT COMPLETE, ODYSSEY WG, ODYSSEY ULTRA, ODYSSEY DLX, ODYSSEY NXT, ODYSSEY ULTRA NXT, OUTLOOK, POAST ULTRA, PURSUIT, SOLO, SOLO ADV, SOLO ULTRA, VIPER ADV, and ZIDUA SC

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

v. **Insecticide:** SEFINA

8. **Reward Percentage and Bonus Reward Calculation:** BASF will determine the Reward Percentage Value (the "**Reward Percentage Value**") that an Eligible Participant is eligible to receive pursuant to these Terms. The Reward Percentage Values outlined in Sections 4, 5 and 6 represent the percentage that BASF will use to calculate the amount of the Baseline Reward, InVigor Reward (and, as applicable, Bonus Reward(s)) (collectively, the "**Total Reward on Qualifying Reward Products**") that an Eligible Participant is eligible to receive as a reward, exclusive of taxes, on each case of the applicable Qualifying Reward Product(s) purchased in accordance with these Terms. The Elite Reward outlined in Section 7 represents the percentage that BASF will use to calculate the amount that an Eligible Participant is eligible to receive as a reward, exclusive of taxes, on each case of the applicable Elite Qualifying Product(s) purchased in accordance with these Terms, (the "**Total Reward on Elite Qualifying Products**").
9. The calculation of Total Reward on Qualifying Reward Products and the Total Reward on Elite Qualifying Products (collectively, the "**Total Reward**") will be based on SRP in Western Canada multiplied by the corresponding Reward Percentage Values and Elite Reward Percentage Value for the applicable Qualifying Reward Products and Elite Qualifying Products, respectively. 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. Total Reward will be calculated on a per acre basis, using all Qualifying Reward Products and Elite Qualifying Products purchased, including partial cases.

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.

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 a Total Reward. **There is a limit of one (1) Total Reward per Farm.**

10. **Products and Related Conditions:** For the purposes of the Offer, the BASF Products will have the following label rates:

Qualifying Product	Application Rate†	Acres / Case
CABRIO PLUS		22
CARAMBA		40
COTEGRA		80
DISTINCT		80
DYAX		120
ENGENIA		80
FACET L		160
FORUM		50
HEAT WG		640
HEAT LQ		80
HEAT COMPLETE		80
INSURE CEREAL FX4		160
INSURE CEREAL		160
INSURE PULSE		160
INVIGOR CANOLA SEED	10 acres per 22.7kg bag	
LANCE		40

Qualifying Product	Application Rate†	Acres / Case
LANCE AG		50
LIBERTY 150		20
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 100 (1 x 3.0 L)		140

Qualifying Product	Application Rate†	Acres / Case
NODULATOR PRO 225 (4 x 1.55 L)		70
NODULATOR DUO SCG		15
ODYSSEY WG		160
ODYSSEY NXT		80
ODYSSEY DLX		40
ODYSSEY ULTRA		40
ODYSSEY ULTRA NXT		40
PRIAXOR		160
SERCADIS		20
SOLO WG		160
SOLO ADV		40
SOLO ULTRA		40
TWINLINE		80
VIPER ADV		40

†Seeding rate varies depending on variety and are subject to change, please visit agsolutions.ca for updates.

11. **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 13b), Elite Qualifying Products/Qualifying Reward Products/BASF 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 Total Reward in accordance with these Terms (and, if so, the amount of such Total Reward) 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, multiple 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.
12. **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 Total 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 Total 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 Total 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.
13. **Additional Conditions:**
 - a. This Offer does not apply to any Elite Qualifying Products and/or Qualifying Reward Products and/or BASF Products that are returned for any reason whatsoever or for any Elite Qualifying Products and/or Qualifying Reward Products and/or BASF Products purchased for resale.
 - b. 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, 2019** in order for such Data to be eligible for the purposes of this Offer
 - c. If an Eligible Participant who has earned a Total Reward pursuant to this Offer returns any Elite Qualifying Products or Qualifying Reward Products or BASF Products to a retailer after September 30, 2019, then the Eligible Participant shall be required to return or repay the value of the Total Reward (or the applicable portion of the Total 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 reward(s).
14. The following combinations of Qualifying Reward Products will each count as one (1) inter-changeable Qualifying Reward Product for the purposes of this Offer:

Qualifying Reward Product Combinations	One (1) inter-changeable Qualifying Reward Product for the purposes of this Offer
INSURE CEREAL FX4, INSURE CEREAL	INSURE CEREAL FX4
HEAT LQ, HEAT WG, HEAT COMPLETE	HEAT LQ
LANCE, LANCE AG	LANCE BRANDS
SOLO ADV, SOLO WG	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 100, NODULATOR PRO 225, NODULATOR DUO SCG	NODULATOR
ODYSSEY ULTRA NXT, ODYSSEY ULTRA, ODYSSEY DLX	ODYSSEY ULTRA NXT
ODYSSEY WG, ODYSSEY NXT	ODYSSEY NXT

15. **General Conditions:** Please allow a minimum of eight (8) weeks for the Total 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 Total 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 Total Reward or a component thereof with a reward of equal or greater retail value.
16. 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.
17. BASF Canada Inc. o/a BASF Canada, 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 Total Reward recipient or eligible Total Reward recipient; and/or (v) any combination of the above.
18. 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.
19. 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 Total Reward.
20. By participating in this Offer and accepting the Total Reward, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the 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 Total Reward or any portion thereof.
21. If an Eligible Participant who is eligible to receive a Total 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 Total Reward).
22. 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.
23. 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.
24. 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/ca/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.
25. 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.**
26. 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.
27. 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.

AgSolutions, ACROBAT, ALTITUDE FX, ARMEZON, ASSIST, BANVEL, BASAGRAN, CABRIO, CANTUS, CARAMBA, Clearfield, the unique Clearfield symbol, COTEGRA, DISTINCT, DYVAL, ENGENIA, FRONTIER, HEADLINE, HEAT, INSURE, INVIGOR, KIXOR, LANCE, LIBERTY, NODULATOR, ODYSSEY, OUTLOOK, POAST, PRIAXOR, PURSUIT, SERCADIS, SOLO, TWINLINE, VIPER, and ZIDUA are registered trade-marks; and FACET, DYAX, FORUM, NEXICOR, and SEFINA are trade-marks of BASF; all used with permission by BASF Canada Inc. INSURE CEREAL FX4, INSURE CEREAL and/or INSURE PULSE fungicide seed treatments, and ACROBAT, CABRIO PLUS, CANTUS, CARAMBA, COTEGRA, DYAX, FORUM, HEADLINE, LANCE, LANCE AG, NEXICOR, PRIAXOR, PRIAXOR DS, SERCADIS, and/or TWINLINE fungicides should be used in a preventative disease control program. ALTITUDE FX2 can only be used on wheat varieties with the Clearfield trait. © 2019 BASF Canada Inc.

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