Ordering early has its rewards.

Take your rewards to the next level.

With a minimum total purchase of 1,000 acres of any one (1) or combination of select BASF crop solution products, you can increase your 2017 AgSolutions® Rewards rebate by 10% with the AgSolutions Early Order Bonus.

How To Participate:

To be eligible, register with your BASF Sales Representative by December 16, 2016 and place an order* with your BASF Retailer by December 31, 2016. View Offer Terms and Conditions for complete details.

*Order must consist of one or more of the qualifying products listed below for a combined total of at least 1,000 acres.

For more information, contact your BASF Sales Representative or call AgSolutions Customer Care at 1-877-371-BASF (2273).

Please see reverse for a list of qualifying products.
Qualifying Products include:

**INOCULANTS**

*Nodulator*

Nodulant

*Applies to all Nodulator inoculant products. For complete list of eligible products, see Product Table in section 5 of the Offer Terms and Conditions that follow.

**SEED TREATMENTS**

*Insure Cereal*  
Fungicide Seed Treatment

*Insure Pulse*  
Fungicide Seed Treatment

**HERBICIDES**

*Altitude FX*  
Herbicide for Clearfield® wheat

*Ares*  
Clearfield® Production System Herbicide

*Armezon*  
Herbicide

*Basagran*  
Herbicide

*Basagran Forté*  
Herbicide

*Distinct*  
Herbicide

*Engenia*  
Herbicide

*Heat LQ*  
Herbicide

*Odyssey Ultra*  
Herbicide

*Odyssey NXT*  
Herbicide

*Pursuit*  
Herbicide

*Solo ADV*  
Herbicide

*Solo Ultra*  
Herbicide

*Poast Ultra*  
Herbicide

*Viper ADV*  
Herbicide

**FUNGICIDES**

*Cabrio Plus*  
Fungicide

*Caramba*  
Fungicide

*Forum*  
Fungicide

*Headline*  
Fungicide

*Lance*  
Fungicide

*Lance AG*  
Fungicide

*Priaxor*  
Fungicide

*Sercadis*  
Fungicide

*Twinline*  
Fungicide

Always read and follow label directions.

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Offer Terms and Conditions

Offer Qualifications:

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 increase their 2017 AgSolutions® Rewards Rebate (the “Rebate”) by ten percent (10%) (the “Additional Rebate”) (See Sections 4 and 5). Each Eligible Participant that qualifies for the Offer pursuant to the terms and conditions set forth in these Official Terms and Conditions (the “Terms”) (as determined by BASF in its sole and absolute discretion) will be eligible to receive the Additional Rebate and may be eligible to receive the Bonus Rebate.

2. **Registration Period:** Registration for the Offer begins September 12, 2016 at 7:00 a.m. Eastern Time (“ET”) and ends on December 16, 2016 at 11:59 p.m. ET (the “Registration Period”).

3. **Eligibility:** The Offer is open only to select Canadian growers who: (i) reside in British Columbia (Peace Region only), Alberta, Manitoba, or Saskatchewan; (ii) are designated as a 2017 key grower by a BASF Sales Representative; (iii) are the owner, operator or designated representative of a farm (the “Farm”); and (iv) 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 for the Additional Rebate:** To qualify for the Offer and be eligible to receive the Additional Rebate, an Eligible Participant must:

   a. Otherwise qualify for a Rebate in accordance with the terms and conditions applicable to the 2017 AgSolutions Rewards Rebate Offer.

   b. Register for the Offer with a BASF Sales Representative during the Registration Period (“Registration”).

      Note: During the Registration process, an Eligible Participant must identify his/her preferred Western Canadian Retailer (as Registration information will be sent to the preferred Western Canadian Retailer for the purposes of administering this Offer).

   c. During normal business hours between September 12, 2016 and December 31, 2016 (the “Commitment Period”) – place an order (the “Order”) with a Western Canadian Retailer for a minimum of 1,000 acres of one (1) or any combination of the following qualifying BASF crop protection products (the “Qualifying Products”):

      **Inoculants:** All NODULATOR® brands.

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

      **Herbicides:** ALTITUDE® FX 2, ARES®, ARMEZON®, BASAGRAN®, BASAGRAN FORTE, DISTINCT®, ENGENIA™, HEAT® LQ, ODYSSEY® ULTRA, ODYSSEY Nxt, OUTLOOK®, POAST® ULTRA, PURSUIT®, SOLO® ADV, SOLO ULTRA, and VIPER® ADV.

      **Fungicides:** FORUM™, CARAMBA®, CABRIO® PLUS, HEADLINE®, LANCE®, LANCE AG, PRIAXOR®, SERCADIS®, and TWINLINE®.
d. During normal business hours between October 1, 2016 and September 30, 2017 (the “Purchase Period”) – purchase (at a minimum) from an eligible Western Canadian Retailer (each, a “Purchase Transaction”) the Qualifying Products and quantities specified in the Order (which when combined total at least 1,000 acres).

i. By way of example only: An Eligible Participant who completes an Order during the Commitment Period for 600 acres of HEAT LQ + 400 acres of PRIAXOR, and then completes a Purchase Transaction during the Purchase Period for the same 600 acres of HEAT LQ + 400 acres of PRIAXOR, will qualify to receive the Additional Rebate (subject to compliance with these Terms).

ii. By way of example only: An Eligible Participant who completes an Order during the Commitment Period for 600 acres of HEAT LQ + 400 acres of PRIAXOR, and then completes a Purchase Transaction during the Purchase Period for 600 acres of HEAT LQ + 200 acres of PRIAXOR, will not qualify to receive the Additional Rebate.

e. Otherwise comply with all of the terms and conditions set forth in these Terms (as determined by BASF in its sole and absolute discretion).

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 the Additional Rebate. **There is a limit of one (1) Additional Rebate per Farm.**

5. **Quantities of Qualifying Products for the Additional Rebate:** For the purposes of this Offer and the Additional Rebate, Qualifying Products will have the following label rates:

<table>
<thead>
<tr>
<th>Qualifying Product</th>
<th>Acres/Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>ALTITUDE FX2</td>
<td>40</td>
</tr>
<tr>
<td>ARES</td>
<td>40</td>
</tr>
<tr>
<td>ARMEZON</td>
<td>40</td>
</tr>
<tr>
<td>BASAGRAN</td>
<td>20</td>
</tr>
<tr>
<td>BASAGRAN FORTE</td>
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</tr>
<tr>
<td>CABRIO PLUS</td>
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<tr>
<td>CARAMBA</td>
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</tr>
<tr>
<td>DISTINCT</td>
<td>80</td>
</tr>
<tr>
<td>ENGENIA</td>
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</tr>
<tr>
<td>FORUM</td>
<td>50</td>
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<tr>
<td>HEADLINE</td>
<td>80</td>
</tr>
<tr>
<td>HEAT LQ</td>
<td>80</td>
</tr>
<tr>
<td>INSURE CEREAL</td>
<td>160</td>
</tr>
<tr>
<td>INSURE PULSE</td>
<td>160</td>
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<tr>
<td>LANCE</td>
<td>40</td>
</tr>
<tr>
<td>LANCE AG</td>
<td>50</td>
</tr>
<tr>
<td>NODULATOR LQ</td>
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<tr>
<td>NODULATOR Granular</td>
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<tr>
<td>NODULATOR SCG</td>
<td>10</td>
</tr>
<tr>
<td>NODULATOR CP SA Peat</td>
<td>120</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Qualifying Product</th>
<th>Acres/Case</th>
</tr>
</thead>
<tbody>
<tr>
<td>NODULATOR CP SCG</td>
<td>10</td>
</tr>
<tr>
<td>NODULATOR FB SA Peat</td>
<td>60</td>
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<tr>
<td>NODULATOR XL LQ</td>
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<tr>
<td>NODULATOR XL SCG</td>
<td>15</td>
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<tr>
<td>NODULATOR N/T LQ</td>
<td>160</td>
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<tr>
<td>NODULATOR N/T SA Peat</td>
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<tr>
<td>NODULATOR PRO</td>
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</tr>
<tr>
<td>ODYSSEY NxT</td>
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<tr>
<td>ODYSSEY ULTRA</td>
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<td>OUTLOOK</td>
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<td>POAST ULTRA</td>
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<td>PURSUIT</td>
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<tr>
<td>PRIAXOR</td>
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<tr>
<td>SERCADIS</td>
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<tr>
<td>SOLO ADV</td>
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<tr>
<td>SOLO ULTRA</td>
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<tr>
<td>TWINLINE</td>
<td>80</td>
</tr>
<tr>
<td>VIPER ADV</td>
<td>40</td>
</tr>
</tbody>
</table>
6. **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), Order, Purchase Transaction, 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 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 the Additional 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.

7. **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 the Additional 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 Additional Rebate for any reason; and/or (ii) is determined to be in violation of the letter and/or Spirit of these Terms (all as determined by BASF in its sole and absolute discretion); then the Additional 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.

8. **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 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 relating to Orders must be submitted by the retailer to BASF by no later than January 9, 2017 in order for such Data to be eligible for the purposes of this Offer. All Data relating to Purchase Transactions must be submitted by the retailer to BASF by no later than October 9, 2017 in order for such Data to be eligible for the purposes of this Offer.
   c. If an Eligible Participant who has earned the Additional Rebate pursuant to this Offer returns any Qualifying Products to a retailer after September 30, 2017, then the Eligible Participant shall be required to return or repay the value of the Additional Rebate (or the applicable portion of the Additional 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).

9. **General Conditions:** All Data is subject to verification and will be considered void if it cannot be verified to the complete satisfaction of BASF. The Additional 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 Additional Rebate or a component thereof with a reward of equal or greater retail value.

10. 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.

11. 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 Additional Rebate recipient or eligible Additional Rebate recipient; and/or (v) any combination of the above.
12. 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 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.

13. 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 Additional Rebate.

14. By participating in this Offer and accepting the Additional Rebate, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Additional 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 Additional Rebate or any portion thereof.

15. If an Eligible Participant who is eligible to receive the Additional 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 Additional Rebate).

16. 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 necessary, 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.

17. 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.

18. 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 only 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](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.

19. 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 the letter and spirit of these Terms. ANY INDIVIDUAL OR ENTITY DEEMED BY BASF AT ANY TIME TO BE IN VIOLATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON WHATSOEVER IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF BASF.

20. 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.
21. 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 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.