

# Spotlight on Dicamba Stewardship – Application Learning Module Offer

## Official Terms and Conditions

### Program Overview:

Subject to the terms, conditions and restrictions set forth below, BASF Canada Inc. o/a BASF Canada (“**BASF**”) is awarding all Eligible Recipients (as defined under Program Details) one (1) Nightstick XPP-5456G Intrinsically Safe Permissible Dual-Light Multi-Function Headlamp™ (“**Reward**”) while supplies last, for participating and successfully completing the BASF Learning Centre Program Module entitled: *Spotlight on Dicamba Stewardship – Application Learning Module Offer* (the “**Module**”). For successfully completing the Module, the Eligible Participant (defined below) will earn one Reward, valued at \$100.00 CAD (approximate retail value) (the “**Offer**”).

### Program Details

1. No purchase necessary. This Offer is open only to Canadian growers who reside in one (1) of the following BASF Regions (each, a “**BASF Region**”): (i) Alberta (including the Peace Region of British Columbia); (ii) Manitoba; (iii) Ontario; (iv) Québec; or (v) Saskatchewan; and who: (a) are the owner, operator or designated representative of a grain and/or oilseed farm (the “**Farm**”); (b) have reached the legal age of majority in their province of residence; and (c) are legally permitted to accept promotional products from BASF as a promotional reward (each, an “**Eligible Recipient**”, collectively “**Eligible Recipients**”). Employees and those residing with them (whether related or not) of BASF, its parent companies, subsidiaries, affiliates, prize suppliers, advertising agencies and any entity involved in the development, production, administration, or fulfillment of the Offer (collectively, the “**Offer Parties**”) are not eligible to enter and participate in the Offer.
2. To qualify for the Offer, Eligible Recipients must accept and agree to be legally bound by these Official Offer Terms and Conditions upon filling out the Offer Entry Form. Prior to participating in the online Offer, Eligible Recipients will need to agree to the Official Offer Terms, have the opportunity to agree to BASF’s Grower Privacy Consent (also known as *Personal Information Protection and Electronic Document Act*) (PIPEDA), and Commercial Electronic Messages Consent. Eligible Recipients may subsequently withdraw their consent to receive electronic communications, without affecting their eligibility in this Offer. Eligible Recipients must participate in the Offer by successfully completing the module online at one of the following URLs:

(a) [www.agsolutions.ca/ApplicationStewardship](http://www.agsolutions.ca/ApplicationStewardship), OR

(b) [www.agsolutions.ca](http://www.agsolutions.ca) where they must log on to the BASF Secure Grower Website (“**SGW**”) with a valid login and password\*

\* In the event an Eligible Recipient requires a login or has forgotten his/her unique username and password for the SGW, **AgSolutions**® Customer Care can help at: 1-877-371-BASF (2273).

To become an Eligible Recipient and earn a Reward, all of the following steps need to be completed:

- a) Complete the Offer Entry Form
  - b) Agree to be legally bound to these Official Offer Terms and Conditions as set out in this document
  - c) Agree to the BASF Grower Privacy Consent (PIPEDA)
  - d) Complete the Module via one of the methods outlined in section 2 of *Program Details*. Successful Completion of the Module includes answering all the questions presented and correctly answering twelve (12) out of fourteen (14) questions (“**Successful Completion**”)
  - e) Complete the Module within the following time period: January 25, 2021 to June 15, 2021 (“**Offer Period**”)
3. Each Eligible Recipient will receive one (1) Reward upon a Successful Completion of the Module provided that all other Official Offer Terms and Conditions are met, as determined by BASF. All Eligible Recipients who earn a Successful Completion of the Module and follow the steps outlined above will earn a Reward. Reward details are outlined in section: *Reward Details*.
  4. Limit of one (1) Reward per Farm permitted during the Offer Period. If it is discovered by BASF (using any evidence or other information made available to or otherwise discovered by BASF) that any person has attempted to: (i) obtain more than one (1) Reward per Farm; and/or (ii) use multiple names, multiple identities, multiple mailing addresses and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Offer; then he/she may be disqualified from the Offer in the sole and absolute discretion of BASF. The Offer Parties are not responsible for late, lost, misdirected, delayed, incomplete or incompatible information (all of which are void).

5. This Offer and the Official Offer Terms and Conditions are subject to all applicable federal, provincial and municipal laws. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Offer Terms and Conditions or the rights and obligations of participants, BASF or any of the other the Released Parties (as defined below) 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 Official Offer Terms and Conditions or relating to this Offer.
6. The decisions of BASF with respect to all aspects of this Offer are final and binding on all Eligible Recipients without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Eligible Recipients. The Offer Parties will not be liable for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any information to be received by BASF for any reason; or any combination of the above.
7. BASF reserves the right, in its sole discretion, to withdraw, suspend or amend this Offer in any way, or to amend these Official Offer Terms and Conditions without prior notice or obligation, in the event of: (i) any error, technical problem, tampering, fraud, technical failure or any other cause beyond the reasonable control of BASF that interferes with the proper conduct of this Offer as contemplated by these Official Offer Terms and Conditions; and/or (ii) in the event any of the rewards need to be substituted and/or (iii) any accident, printing, administrative or other error of any kind. Any attempt to undermine the legitimate operation of this Offer 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.
8. BASF reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to BASF potentially including, without limitation, government issued photo identification): (i) for the purposes of verifying eligibility to participate in this Offer; and/or (ii) for any other reason BASF deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with these Official Offer Terms and Conditions. Failure to provide such proof to the complete satisfaction of BASF within the timeframe specified by BASF may result in ineligibility. The sole determinant of the time for the purposes of this Offer will be BASF's server machine(s).
9. In the event of a dispute regarding the Successful Completion of the Module, BASF reserves the right to make the final decision based on content provided online at: **[www.agsolutions.ca](http://www.agsolutions.ca)**.
10. All intellectual property used by BASF in connection with the promotion and/or administration of the Offer, including, without limitation, all trade-marks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed, as the case may be) by BASF and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.
11. In the event of any discrepancy or inconsistency between the Official Offer Terms and Conditions contained herein and disclosures or other statements contained in any other materials, including, but not limited to: **[www.agsolutions.ca](http://www.agsolutions.ca)** and/or point of sale, television, print or online advertising, the Official Offer Terms and Conditions contained herein shall prevail, govern and control. BASF reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes, reward items and/or other Offer mechanics stipulated in these Official Offer Terms and Conditions, to the extent deemed necessary by BASF, for purposes of verifying compliance by any Eligible Recipient with these Official Offer Terms and Conditions, or as a result of any technical or other 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 Official Offer Terms and Conditions, or for any other reason.
12. The invalidity or unenforceability of any provision of these Official Offer Terms and Conditions 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 Official Offer Terms and Conditions 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.

#### **Reward Details:**

1. Each Eligible Recipient will earn one (1) Reward per Successful Completion of the *Spotlight on Dicamba Stewardship – Application Learning Module Offer*. The Reward for Successful Completion of the Module is as follows:
  - Nightstick XPP-5456G Intrinsically Safe Permissible Dual-Light Multi-Function Headlamp™, while supplies last. Approximate retail value of each unit is \$100.00 CAD.
2. Limit of one (1) Reward per Farm. Images of the Reward shown in any promotional element including web pages are for representation purposes only. Final product may vary from image and/or description provided above.
3. The Reward will only be shipped to a Canadian address. Please allow 6 to 8 weeks from date of Successful Completion of Module for receipt of the individual Reward.

4. The Reward as mentioned above must be (i) accepted as provided and is not transferable or assignable (except as may be specifically permitted by BASF in its sole and absolute discretion); (ii) no substitutions are permitted; (iii) BASF reserves the right at any time to substitute the Reward or a component thereof for any reason with a reward or reward component(s) of equal or greater retail value; (iv) manufacturer's standard warranty, if any, applies to the Reward; (v) and the confirmed winning Eligible Recipient shall be solely responsible for all expenses that are not expressly included in the Reward description above.
5. No cash value will be given, or substitution made, unless by the discretion of BASF.
6. Accept and agree to be legally bound by these Official Offer Terms and Conditions by checking off the acceptance check box online.
7. In addition, Eligible Recipients will have to agree to the Terms and Conditions contained within BASF's PIPEDA Consent and will have an opportunity to agree to Commercial Electronic Messages Consent, by checking off the acceptance box online on the Offer Entry Submission Form ("**Consent Form**"). Eligible Recipients may subsequently withdraw their consent to receive electronic communications, without affecting their eligibility for this Offer.
8. By entering this Offer, each Eligible Recipient expressly consents to BASF, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering and fulfilling the Offer and in accordance with BASF's privacy policy (available at: [www.agsolutions.ca/privacy](http://www.agsolutions.ca/privacy)). This section does not limit any other consent(s) that an individual may provide BASF or others in relation to the collection, use and/or disclosure of their personal information.
9. In consideration for awarding the Reward to the Eligible Recipient, the receipt and sufficiency of which are hereby acknowledged, the Eligible Recipient agrees and acknowledges to the following:
  - a) accept the Reward (as awarded) and acknowledge that the Reward is as described in the Official Offer Terms and Conditions;
  - b) release BASF Canada Inc. o/a BASF Canada ("**BASF**"), its parent company, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies or any other individual or 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**") from any liability in connection with (i) the Offer; (ii) the Eligible Recipient's participation in the Offer and the Module; (iii) and/or the Eligible Recipient's acceptance, use or misuse of the Reward or any portion thereof;
  - c) accept that notwithstanding any other provision herein, the sole obligation and collective liability of the Released Parties, and the Eligible Recipient's sole remedy for any claim in any way connected with or arising out of this Offer and the Official Offer Terms and Conditions, the Reward supplied by BASF and the Eligible Recipient's acceptance, use or misuse of such Reward or any portion thereof, or the Offer and the Eligible Recipient's participation therein, shall be for actual and direct damages only, which shall not exceed, in the aggregate, the approximate retail value of the Reward, as set forth above;
  - d) accept that in no event shall the Released Parties be liable for loss of savings or earnings, mental distress, inconvenience, or indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses, arising hereunder or in connection with this Offer, the Reward supplied by BASF and the Eligible Recipient's acceptance, use or misuse of such Reward or any portion thereof, or the Offer and the Eligible Participant's participation therein, even if BASF has been advised of or is aware of the possibility of such losses, expenses or damages;
  - e) agree that, to the fullest extent permitted by applicable law, the Eligible Recipient may not seek reimbursement or pursue any legal or equitable remedy from either BASF or any of the other Released Parties should the Reward fail to be fit for its purpose or is in any way unsatisfactory;
  - f) accept that the limitations, exclusions and disclaimers set out herein shall apply irrespective of the nature of the cause of action or claim, including, but not limited to, breach of contract, tort (including negligence) or any other legal theory and shall survive any consummation of the Reward;
  - g) consent to the publication and/or other use of the Eligible Participant's name, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of BASF in any manner whatsoever, including print, broadcast or the internet.

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