

# BASF “Ask The Expert” Contest

## Terms and Conditions



**This contest is open to residents of Alberta, Manitoba and Saskatchewan only and is governed by Canadian law.**

### Important notes

- Standard data rates apply to participants who choose to participate via a mobile device. Please contact your service provider for pricing and service plan information and rates before mobile device participation.
- By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by the terms and conditions of these Official Rules and Regulations (the “**Rules**”).

### 1. Twitter not involved

The *BASF “Ask The Expert” Contest* (the “**Contest**”) is in no way sponsored, endorsed or administered by, or associated with Twitter. Any information you provide will only be used for the administration of this Contest and in accordance with the Sponsor’s privacy policy (available at: [www.agsolutions.ca](http://www.agsolutions.ca)). Twitter is completely released from all liability by each participant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to the Sponsor and not Twitter. You may only use one (1) Twitter account (the “**Account**”) to participate in this Contest.

### 2. Entry periods

The Contest is open only on the following dates during the following times: (i) April 16, 2014 between 12:00 p.m. Mountain Standard Time (“**MST**”) and 1:00 p.m. MST; and (ii) April 23, 2014 between 12:00 p.m. MST and 1:00 p.m. MST (each an “**Entry Period**”). For greater certainty, there are two (2) Entry Periods in the Contest – each one (1) hour in length.

### 3. Eligibility

Contest is open to residents of Alberta, Manitoba and Saskatchewan, Western Canada, who have reached the legal age of majority in their province of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of BASF Canada Inc. (the “**Sponsor**”), its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any entity involved in the development, production, administration, or fulfillment of the Contest (collectively the “**Contest Parties**”).

#### 4. How to enter

- a. No purchase necessary.
- b. To participate in this Contest, you must have a valid Account. If you do not have an Account, visit **www.twitter.com** and register in accordance with the enrolment instructions for a free Twitter Account. In addition, you must become a “follower” (each a “**Twitter Follower**”) of the official **@BASFagSolutions** channel (the “**Twitter Channel**”) on Twitter. (Note: you can un-follow at any time after the Contest ends without impacting your chances of winning). To become a Twitter Follower of the Twitter Channel, you must:
  - (i) visit **www.twitter.com/BASFagSolutions**; OR (ii) from your Twitter home page, click on the “Find People” tab and perform a search for “**BASFagSolutions**”; AND (iii) click on the “Follow” button corresponding to the Channel.
- c. During an Entry Period, you can enter the Contest by tweeting (the “**Tweet(s)**”) to the Twitter Channel using your Twitter Account. To be eligible, your Tweet must:
  - i. include a question (the “**Question**”) that “Asks the Expert” about seed treatments;
  - ii. be in accordance with these Official Rules and Regulations (the “**Rules**”), including, without limitation, the specific “Submission Requirements” listed below in Rule 7;
  - iii. include the following hashtag --- #AskBASF (the “**Hashtag**”);
  - iv. comply with the Twitter Terms of Service and Twitter Rules available at **www.twitter.com** (collectively, the “**Twitter Rules**”); and
  - v. conform to Twitter’s (140) character limitation, including the Hashtag.
- d. Any Tweet that does not follow the above format (as determined by Sponsor in its sole and absolute discretion) will be discarded and will not be eligible for entry in this Contest.
- e. When a Twitter Follower tweets his/her eligible Tweet in accordance with these Rules, he/she will be eligible to receive one (1) entry (the “**Entry**”) in the random prize draw.
- f. A Tweet will be considered to be void if the Tweet: (i) is not submitted and received during an Entry Period in accordance with these Rules; (ii) does not include the Hashtag; (iii) does not include a Question in accordance with these Rules; (iv) does not conform to Twitter’s (140) character limitation, including the Hashtag; (v) does not comply with the Twitter Rules; and/or (vi) is not otherwise in accordance with these Rules, including, without limitation, the specific “Submission Requirements” listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

#### 5. Entry limit

There is no limit to the number of Entries per person – but, each Tweet you submit must include a unique and original Question as determined by the Sponsor in its sole and absolute discretion (i.e. you cannot submit the same Question, or substantially the same Question, more than one (1) time in this Contest). For greater certainty and the avoidance of any doubt, you can only use one (1) Account to enter the Contest. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use multiple names, identities, Accounts and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt this Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, successors, and assigns (collectively the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries/Tweets (all of which are void).

## 6. Verification

All Entries and Tweets are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government issued Question identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Tweet and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the Sponsor's Official Clock(s).

## 7. Submission requirements

By submitting a Tweet, you agree that the Tweet (and each individual component thereof – including, without limitation, the Question) complies with all conditions stated in these Rules and the Twitter rules. The released parties will bear no liability whatsoever regarding: (i) the use of your Tweet (or any component thereof – including, without limitation, the Question); (ii) participation in any Contest-related activities; (iii) any use, collection, storage and disclosure of any personal information; and/or (iv) if declared a winner, any Prizes (including any use or misuse of any Prizes). The Released Parties shall be held harmless by you in the event it is discovered that you have departed from or not otherwise fully complied with any of these Rules and/or the Twitter rules. This release and indemnity shall continue in force following the termination of the Contest and/or awarding of any Prizes.

Without limiting the generality of the requirements noted above in Rule 4, to be eligible for entry in this Contest, your Tweet must be written in English only. By participating in the Contest, each entrant hereby warrants and represents that his/her Tweet (and each component thereof – including, without limitation, the Question):

- i. is original to him/her and that the entrant has obtained all necessary rights for the purposes of entering the Tweet (and each component thereof – including, without limitation, the Question) in the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties;
- iv. contains a Question that discusses seed treatment;
- v. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- vi. is not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity (partial or otherwise); alcohol/ drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of Sponsor); content that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of Sponsor; conduct or other activities in violation of these Rules; and/or any other content that is or could be considered inappropriate, disparaging, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

## 8. License

By entering the Contest and submitting a Tweet, each entrant: (i) without limiting the Twitter Rules grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Tweet (and each component thereof – including, without limitation, the Question), in whole or in part, for advertising or promoting the Contest or for any other reason; (ii) waives all moral rights in and to his/her Tweet (and each component thereof – including, without limitation, the Question) in favour of the Sponsor; and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims related, directly or indirectly, to his/her Tweet (or a component thereof – including, without limitation, the Question) – including, without limitation, claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action. For greater certainty, the Sponsor reserves the right, in its sole discretion, to modify, edit or remove any Tweet (or a component thereof – including, without limitation, the Question), or to request an entrant to modify or edit his or her Tweet (or a component thereof – including, without limitation, the Question) if a complaint is received with respect to the Tweet (or a component thereof – including, without limitation, the Question), or for any other reason at any time. If such an action is necessary at any time, then the Sponsor reserves the right, in its sole and absolute discretion, to disqualify the entrant and his/her Entry. Tweets will NOT be judged.

## 9. Prizes

There will be ten (10) Prizes (each, a “**Prize**” and collectively, the “**Prizes**”) available to be won (five (5) Prizes in relation to each Entry Period), each consisting of a 5000mAh mobile charging station (with an approximate retail value of \$40 each). There is a limit of one (1) Prize per person. Each Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be specifically permitted by Sponsor in its sole and absolute discretion). No substitutions except at Sponsor’s option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor’s sole and absolute discretion, a cash award.

## 10. Winner selection process

On April 17, 2014 (“**Draw Date 1**”) in Mississauga, ON at approximately 10 a.m. MST, five (5) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Entry Period on April 16, 2014. On April 24, 2014 (“**Draw Date 2**”) in Mississauga, ON at approximately 10 a.m. MST, five (5) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Entry Period on April 23, 2014. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during each Entry Period. Entries from one Entry Period do not carry forward to be included in the second Entry Period.

## 11. Winner notification process

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each selected entrant (using a personalized direct message and/or @reply to the Twitter Account used to submit the corresponding selected Entry) within three (3) business days of the applicable Draw Date. If an eligible winner cannot be contacted within three (3) business days of the applicable Draw Date, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## **12. Winner confirmation process**

Before being declared a confirmed Prize winner, each eligible winner will be required to: (a) correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Sponsor's form of declaration and release); and (b) sign and return within three (3) business days of notification the Sponsor's declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; (iv) agrees to indemnify the Released Parties against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Tweet (and each component thereof – including, without limitation, the Question), including, without limitation, any claim that his/her Tweet (or a component thereof – including, without limitation, the Question) infringes a proprietary interest of any third party; and (v) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet. If a selected entrant: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time; (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to a Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules during the applicable Entry Period (in which case the foregoing provisions of this section shall apply to such newly selected entrant).

## **13. General conditions**

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries, Tweets and/or entrants. By participating in this Contest, you are agreeing to be legally bound by the terms and conditions of these Rules. Anyone deemed by the Sponsor to be in violation of these Rules for any reason is subject to disqualification in the sole and absolute discretion of the Sponsor at any time.

The Released Parties will not be liable for: (i) any failure of any website or platform during the Contest; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Entry, Tweet and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website or platform; (iv) any injury or damage to an entrant's or any other person's computer or other device related to or resulting from participating in the Contest; and/or (v) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, technical problem, computer virus, bugs, tampering, unauthorized intervention, fraud or technical failure. Any attempt to deliberately damage any website or to undermine the legitimate operation of this Contest in any way (as determined by Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever. Without limiting the generality of the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to administer an alternate test of skill as it deems appropriate based on the circumstances and/or to comply with applicable law.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the information submitted with his/her Entry only for the purpose of administering the Contest and in accordance with Sponsor's privacy policy. This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

If due to printing, production, online, internet, computer or other error of any kind, more Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, the Sponsor reserves the right, in its sole and absolute discretion, to rescind invalid prize claims and/or conduct a random draw from amongst all eligible prize claimants to award the correct number of Prizes. In no event will the Sponsor be liable for more than the stated number of Prizes in these Rules.

In the event of a dispute regarding who submitted a Tweet, the Sponsor reserves the right, in its sole and absolute discretion, to deem the Tweet to have been submitted by the authorized account holder of the Account submitted at the time of entry (as determined in accordance with the official records of Twitter). An entrant may be required to provide proof (in a form acceptable to the Sponsor – including, without limitation, government issued question identification) that he/she is the authorized account holder of the Account associated with the Tweet in question and, if applicable, that he/she has all necessary consents, permissions and/or licenses as required by these Rules.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant, Tweet or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

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