



# 2021 Pulse Pack Offer

## 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 receive a rebate (the “**Rebate**”) on qualifying purchases of qualifying BASF crop protection products (as defined in Section 4). The value of the Rebate, if any, that an Eligible Participant is eligible to receive pursuant to this Offer will be calculated by BASF, in its sole and absolute discretion, in accordance with these Official Terms and Conditions (the “**Terms**”).
2. **Offer Period:** The 2021 Pulse Pack Offer (the “**Offer**”) is administered by BASF and begins on October 1, 2020 at 7:00 a.m. Eastern Time (“**ET**”) and ends on September 30, 2021 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**”); and (iii) have reached the legal age of majority in their province or territory of residence (each, an “**Eligible Participant**”). Employees of BASF’s advertising agencies and those residing with them (whether related or not) are not eligible to participate in this Offer. 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. 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.
4. **How to Qualify:** To qualify for the Offer and be eligible to receive a Rebate, 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. Qualify for the 2021 BASF Ag Rewards Program; and
  - c. During the Offer Period, make a purchase or purchases (from an authorized Canadian retailer) that:
    - i. Consist of both (the “**Qualifying Products**”): Dyax® and any qualifying BASF IMI herbicides below.
    - ii. Amount to a minimum of 120 acres of both Dyax and qualifying IMI Herbicides.

Qualifying IMI Herbicides	Acres/Case
SOLO® Brands	40 Acres
ODYSSEY® Brands	40 Acres
VIPER® ADV	40 Acres

Qualifying Fungicides	Acres/Case
DYAX	120 Acres

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

### **IMPORTANT NOTE REGARDING SOLO BRANDS**

In order for Solo Brands in the provinces of Alberta and Saskatchewan to qualify for Pulse Pack Offer, the Eligible Participant must sign a **Clearfield®** Commitment Form and register a minimum of one hundred and twenty (120) acres of **Clearfield** lentils with a BASF **AgSolutions** Grower Representative or a Western Canadian retailer. 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](http://www.agsolutions.ca) or visit their eligible Western Canadian Retailer. Signed Commitment Forms must be promptly submitted by the Eligible Participant’s eligible Western Canadian Retailer either by mail, fax or online via BASF’s Secure Retail Website. 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.

5. **Rebate Calculation:** To determine the rebate (the “**Rebate**”) that an Eligible Participant is eligible to receive pursuant to the Terms of this Offer:
  - a. The grower will receive a \$2/acre Rebate (for, collectively, the “**Qualifying Matching Acres**”).

By way of examples only:

Amount of IMI Herbicide	Amount of Dyax	Total Rebate Amount
360 acres of SOLO ADV	360 acres of DYAX	\$720.00 rebate
320 acres of SOLO ADV	120 acres of DYAX	\$240.00 rebate
640 acres of SOLO ADV	60 acres of DYAX	\$0.00 rebate

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 Qualifying Matching Acre basis, using all Qualifying Products purchased, including partial cases.

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 8b), Qualifying Products, purchase transaction(s) 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 a 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 a 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 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 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 products returned for any reason whatsoever or for any 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, 2021 in order for such Data to be eligible for the purposes of this Offer.
  - c. If an Eligible Participant who has earned a Rebate pursuant to this Offer returns any of the eligible Offer products to a retailer after September 30, 2021 then the Eligible Participant shall be required to return or repay the value of the Rebate (or the applicable portion of the Rebate) by contacting **AgSolutions**<sup>®</sup> 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. Any of the eligible BASF products purchased (as listed in Section 4 above under "**How to Qualify**") as part of any other BASF grower programs and/or offers, are not eligible for any additional Rebate(s) as part of this Offer.
9. **General Conditions:** Please allow a minimum of eight (8) weeks for the Rebate 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 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 Rebate or a component thereof with a rebate 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. 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 Rebate recipient or Eligible Participant; 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 Rebate.
14. By participating in this Offer and accepting a Rebate, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the 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 Rebate or any portion thereof.
15. If an Eligible Participant who is eligible to receive a 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 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 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.
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 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.
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 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.**
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 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.
22. 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**<sup>®</sup> 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 and to receive a Rebate. There is a limit of one (1) Rebate per Farm during the Offer Period.

#### **Always read and follow label directions.**

**AgSolutions**, Clearfield, DYAX, ODYSSEY, SOLO, and VIPER are registered registered trade-marks of BASF; all used under license by BASF Canada Inc. DYAX fungicide should be used in a preventative disease control program. © 2020 BASF Canada Inc.