



2013 Win with AgCelence Online Contest Terms and Conditions

Contest Overview:

Subject to the terms, conditions and restrictions set forth below, BASF Canada Inc. (“BASF”) is awarding eligible growers (a) a BASF cap, (b) entry into a draw for one of five secondary prizes per BASF district, each consisting of a \$500 voucher and (c) entry into a draw for one grand prize per BASF district, each consisting of a trip for two to Hawaii for entering the Win with **AgCelence™** Online Contest (the “Contest”).

Contest Details

1. No purchase necessary. This Contest is open to Canadian growers who reside in Alberta, Manitoba, or Saskatchewan who: (i) are the owner, operator or designated representative of a farm (the “**Farm**”); and (ii) have reached the age of majority in their province/territory of residence, (“**Eligible Recipients**”). Employees of BASF, their advertising agencies and those residing with them are not eligible to enter this Contest or to win any prize.
2. In order to qualify for the Contest, Eligible Recipients must accept these Terms and Conditions. On entering the Contest, Eligible Recipients will have the opportunity to agree to the Terms and Conditions contained within BASF’s Grower PIPEDA Consent and Commercial Electronic Messages Consent. Eligible Recipients may subsequently withdraw their consent to receive electronic communications, without affecting their eligibility in this Contest.
3. Eligible Recipients can enter the Contest at www.agsolutions.ca/agcelence by completing all of the following steps:
 - a) Watching the Science Behind **AgCelence** online video
 - b) Completing the Win with **AgCelence** online quiz
 - c) Either entering one of the unique codes received via email, direct mail or tradeshow hand out, and if prompted, following the onscreen instructions to submit their name and address information. If an Eligible Recipient does not have a unique code, they may enter the Contest without one by following the onscreen instructions to submit their name and address information.
 - d) Agreeing to be legally bound to the terms and conditions of these Official Rules and Regulations.

Eligible Recipients will receive one (1) entry into the applicable draw, based on their Region as described below, on completing this entry process (“**Entry**”).

4. Limit of one (1) Entry per Farm/mailling address permitted during the Contest 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) Entry per Farm/mailling address during the Contest Period; and/or (ii) used (or attempted to use) multiple names, identities and/or any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of BASF. Your Entry may be rejected if (in the sole and absolute discretion of BASF) the Entry form is not fully completed with all required information and submitted and received during the Contest Period. BASF is not responsible for late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

5. This Contest begins January 1, 2013 at 12:00 AM, Eastern Standard Time and ends April 30, 2013 at 11:59 PM, Eastern Standard Time (the “**Contest Period**”).
6. BASF assumes no responsibility for lost, delayed, incomplete, incompatible or misdirected contest Entries. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of BASF with respect to all aspects of this Contest are final and binding on all Eligible Recipients without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Eligible Recipients. BASF 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 contest Entry 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 Contest in any way, or to amend these 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 Contest as contemplated by these terms and conditions; and/or (ii) any accident, printing, administrative or other error or any kind. Any attempt to undermine the legitimate operation of this Contest 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) to participate in this Contest. Failure to provide such proof to the satisfaction of BASF in a timely manner may result in disqualification. The sole determinant of the time for the purposes of a valid submission will be BASF’s server machine(s).
9. In the event of a dispute regarding who completed the online Entry, the contest Entry will be deemed submitted by the person whose name and address was entered online at **www.agsolutions.ca/agcelence**.
10. All intellectual property used by BASF in connection with the promotion and/or administration of the Contest, 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 terms and conditions contained herein and disclosures or other statements contained in any Contest-related materials, including, but not limited to: **www.agsolutions.ca/agcelence** and/or point of sale, television, print or online advertising and the terms and conditions contained herein shall prevail, govern and control.
12. A BASF district (“**District**”) is a geographical region made up of BASF Business Representative sales Regions in Alberta, Saskatchewan and Manitoba. There are four (4) Districts: Alberta, Manitoba, Saskatchewan North and Saskatchewan South. Saskatchewan South is all regions south of Davidson, SK and Saskatchewan North is all regions north of Davidson, SK. Winners will be chosen among all eligible Entries in the same District; a contest entrant’s District will be determined by their place of residence in Canada, as determined by BASF in its sole and absolute discretion.

Cap Offer Details:

1. Each Eligible Recipient will receive one (1) cap by entering the Contest. Approximate retail value of each cap is \$25.00.
2. Limit of one (1) cap per Farm.
3. The cap will only be shipped to a Canadian address. Please allow 6-8 weeks from April 30, 2013 for the mailing of the cap.
4. All caps must be accepted as awarded and are not transferable. No cash value will be given or substitution made for the caps.

Prize Details and Winner Selection:

1. There will be a total of four (4) grand prize packages (each a "Grand Prize") and twenty (20) secondary prize packages (each a "Secondary Prize"). All Entries from each District will be entered into one (1) draw per District. There will be one (1) Grand Prize awarded per District and five (5) Secondary Prizes awarded per District.
2. On or about May 9, 2013 (the "**Selection Date**") at approximately 2:00 PM ET, the BASF's independent judging organization in Mississauga, Ontario will conduct four (4) draws, one from among all eligible Entries received during the Contest Period from Eligible Recipients in each District. In each draw, six (6) Eligible Recipients will be selected, and the first Eligible Recipient so drawn will be the potential winner of a Grand Prize, and the second through sixth Eligible Recipient so drawn will be the will be the potential winner of a Secondary Prize. BASF, acting reasonably, will attempt to contact the selected entrants at the telephone number or e-mail address on record, within seven (7) days of the Selection Date. In the event a selected entrant cannot be contacted within seven (7) days of the Selection Date, he or she will be disqualified and an alternate selected entrant may be chosen from the remaining eligible Entries, in the sole and absolute discretion of BASF.
3. Each Grand Prize consists of one (1) trip for two (2) adults to Maui, Hawaii. Grand Prize consists of: ten (10) nights standard hotel accommodation (based on one room, double occupancy) as chosen by BASF; and \$900 CAD spending money that the winner could use towards food, beverages and other out of pocket expenses, solely at their discretion. The winner of the Prize will receive round trip economy airfare for the winner and one (1) adult guest from the major Canadian airport closest to the winner's place of residence in Canada (hereinafter referred to as the "**Departure Point**") to Kahului Airport. Airfare will be provided by a carrier selected by BASF in its sole and absolute discretion. Grand Prize winner and his/her traveling companions must be available to travel between June 1, 2013 and May 30, 2014 failing which the Grand Prize will be forfeited and nothing provided in its place. Winner acknowledges that the date and time of travel will be determined by BASF, or its authorized agent acting on its behalf, in its sole discretion, failing which the Grand Prize will be forfeited. Grand Prize winner and his/her traveling companions are solely responsible for all costs not expressly described herein including, without limitation, transportation to and from the gateway airport, applicable taxes, ground transportation, meals, beverages, room service, gratuities, merchandise, telephone calls, insurance together with any required travel documentation, and all personal expenses of any kind or nature, together with any applicable overnight layover (NOTE: winner may be required to present a valid major credit card in winner's name at the time of hotel check-in to cover any incidental expenses). Flight dates and times and hotel accommodation will be booked by BASF and are subject to change without notice or compensation. Grand Prize winner and his/her traveling companions must travel on the same itinerary and are solely responsible for all costs incurred to and from the Departure Point as the Grand Prize originates and terminates there. It is recommended that Grand Prize winner and his/her traveling companions obtain sufficient personal travel insurance prior to departure. Approximate retail value of the Grand Prize is \$6,320 CDN based on a sample Calgary departure. Actual value will vary depending on location of winner's residence and date of travel. Winner is not entitled to receive the difference between the actual and stated value of the Grand Prize. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. The Sponsor is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and winner will not be compensated in the event of such delay, cancellation or other event described herein. If the winner (and/or his/her travel companion) does not utilize any part(s) of the Grand Prize, then any such part(s) not utilized will be forfeited in its entirety and nothing will be substituted in its place. BASF reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Grand Prize or any component thereof; and (b) substitute the Grand Prize or a component thereof for any reason with a prize or a prize component of equal or greater value, including, without limitation, but solely at the BASF's sole discretion, a cash award. By accepting the Grand Prize, the winner agrees to waive all recourse against BASF if the Grand Prize or a component thereof does not prove satisfactory. The winner's travel companion must sign and return BASF's release (by the date indicated on the release form) indicating that he/she waives all recourse against BASF relating to their participation in the Grand Prize (including, without limitation, any travel related thereto). The winner's travel companion must have reached the age of majority in in his/her province/territory of residence. BASF will not replace any lost or stolen tickets. The winner and his/her travel companion must have all necessary documentation to permit travel to the United States (e.g. passport), and must not have any barrier to entry into the United States or return to Canada. Changes to

flights and or passenger names are not accepted once bookings have been confirmed. Flights are subject to availability, blackout periods, government restrictions and regulations, airline, airport or other transportation restrictions and regulations. BASF is not responsible for any delay, postponement, suspension, rescheduling or cancellation, for any reason, of any flight(s) and winner will not be compensated in the event of such delay, cancellation or other event described herein.

4. Each Secondary Prize consists of either one (1) Visa gift card valued at \$500 CDN or one (1) Travel voucher from a carrier selected by BASF in its sole and absolute discretion (“**Voucher**”) valued at \$500 CDN that can be used between June 1, 2013 and May 30, 2014. The Voucher is valid towards new bookings made after the winner receives the Secondary Prize. The Voucher is not valid for Vacation packages, car rental or hotel stays. The Voucher is not valid for any flights departing after the expiry date of May 30, 2014. The Voucher is subject to any other conditions placed on it by its issuer. All Secondary Prize winners are solely responsible for all costs not expressly described herein including, without limitation, any other costs associated with the use of the Voucher, such as transportation to and from the gateway airport.
5. Eligible winners will be notified by phone via the phone number provided on their entry form. Arrangements will be made to have a copy of the release form described below sent to the winner (via email or fax). To be an actual winner, each person must: (i) be in full compliance with these contest rules, (ii) return the release fully completed within 7 days of it having been sent to them and (iii) correctly answer the skill-testing question on the release without mechanical or other assistance. If for any reason any person is not declared an actual winner (for example, because they are not in compliance with the contest rules, or they fail to correctly answer the skill testing question), that person will forfeit the applicable prize and receive nothing. BASF reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate Eligible Recipient from among the remaining eligible Entries from the District associated with the disqualified potential winner for the applicable prize (in which case the foregoing provisions of this section shall apply to such newly selected entrant).
6. In order to be declared a winner of a Grand Prize or a Secondary Prize the selected entrant must (1) correctly answer a time-limited mathematical skill-testing question; and (2) selected entrant and selected entrant’s traveling companion (for potential Grand Prize winners), must within the time stipulated by BASF, execute a full release of liability form stating (among other things) that he/she has read and understood these Contest Rules and grants all consents required to BASF to broadcast, publish and disseminate his/her name, city and province of residence, photograph and likeness, without compensation, in any future publicity carried out by BASF in connection with this Contest, and releasing BASF from all liability in connection with this Contest the Grand Prize, or Secondary Prize as applicable, and consenting to BASF use of your name and/or photograph.

The odds of winning a prize depend on the number of eligible Entries received in each District. One (1) prize per winning person/mailling address. All prizes must be accepted as awarded and are not transferable. No cash value will be given or substitution made for the prizes. No correspondence will be entered into except with the winners. BASF, in its sole discretion, and for any reason, reserves the right to substitute a prize of equal or greater value for the prize stated in the rules as being offered to be awarded.

7. By entering this Contest, 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 the Contest and in accordance with Sponsor’s privacy policy (available at: www.agsolutions.ca/privacy) unless the entrant otherwise agrees.

Grower PIPEDA Consent

BASF is committed to your right to privacy and keeping your personal information private.

By agreeing below, you consent and authorize your retailer and other third parties to collect and disclose to BASF or BASF’s third party service providers your transactional data, other information relating to your purchases and use of BASF agricultural products (including, for greater certainty, seed varieties licensed or distributed by or on behalf of BASF or any of its affiliates) and the Profitability Calculator submitted in response to this Contest (collectively the “Information”). You also consent and authorize your retailer and other third parties to collect and disclose to BASF or BASF’s third party service providers your personal information, as defined in federal and/or provincial privacy laws.

By agreeing below, you agree to the collection, use and disclosure (including disclosure to BASF's affiliates, your retailer, authorized seed sellers or BASF's third party service providers) of your personal information and the Information by BASF or by BASF's third party service providers for the purposes of: (i) verifying BASF's marketing program payments to you; (iii) developing and administering BASF's marketing programs; (iv) developing, promoting and Contesting additional information, products and services to you; and (v) BASF's internal use.

Except as provided in this consent, BASF will not sell or disclose your personal information to any third party, without your prior written consent (does not apply to Information). You may find out more about BASF's privacy practices by viewing its Privacy Policy on the BASF website.

If you wish to know what personal information we have in our files about you, request a change to the personal information or wish to be removed from our mailing list, please contact us at 1-877-371-2273.

Commercial Electronic Message Consent

By agreeing below, you also consent and authorize BASF to send commercial electronic messages ("**CEM**") (including, without limitation, e-mails, text messages, instant messaging, social media messaging and any other message sent by means of telecommunication) to your electronic addresses set forth below. Your consent is sought by Kenna Communications LP ("Service Provider") for and on behalf of BASF.

We will send CEM to you for the purposes of: (i) verifying BASF's marketing program payments to you; (ii) developing and administering BASF's marketing programs; and (iii) developing, promoting and Contesting additional information, products and services to you.

You may contact BASF at:

100 Milverton Drive, 5th Floor, Mississauga, ON,
Telephone: 1-866-485-BASF (2273)
or e:mail **info_ca@basf-canada.ca**
You can find out more about BASF at **www.agsolutions.ca**

You may contact the Service Provider at:

Address: 1000-90 Burnhamthorpe Rd. West, Mississauga, ON,
Telephone: 905-277-2900.
You can find out more about the Service Provider at **www.kenna.ca**

You may withdraw your consent to receive CEM by contacting BASF or the Service Provider using the contact information set forth above.

I have read and agree to the terms and conditions of the Contest

Always read and follow label directions.

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