

### 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 2) the opportunity to earn a Rebate (the “**Rebate**” – as outlined below in Section 3) when the Eligible Participant makes purchases of IMI Qualifying Products (as defined below in Section 3bi) that satisfy certain purchase thresholds from an authorized Western Canadian retailer at the Suggested Retail Price (“**SRP**”) during the Purchase Period (as defined below in Section 3biii). Whether or not an Eligible Participant is eligible to receive a Rebate pursuant to this Offer (and, if so, the amount of such Rebate) will be determined by BASF, in its sole and absolute discretion, in accordance with these Official Terms and Conditions (the “**Terms**”).
2. **Eligibility:** The Offer is open only 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 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.
3. **How to Qualify for a Rebate:** To qualify for the Offer and be eligible to receive a Rebate, an Eligible Participant must:
  - a. Comply with all the terms and conditions set forth in these Terms (as determined by BASF in its sole and absolute discretion); and
  - b. Complete two (2) of the following transactions:
    - i. During the period from September 1, 2017 to December 15, 2017 (the “**First Registration Period**”), an Eligible Participant must register for the Offer, acknowledge and agree to be legally bound by these Terms, and confirm that they satisfy the above eligibility criteria. Offer registration must be completed on behalf of Eligible Participants by a BASF Innovation Specialist or a Business Representative, or an **AgSolutions**<sup>®</sup> Customer Representative. In addition to registering for the Offer, a grower must also complete a 2018 BASF Crop Plan (the “**Crop Plan**”) with a BASF Innovation Specialist, a Business Representative, or an **AgSolutions** Customer Representative, consisting of a minimum of three hundred and twenty (320) acres corresponding to at least one (1) of the following qualifying BASF crop protection products (collectively the “**IMI Qualifying Products**”, each an “**IMI Qualifying Product**”):
      - ODYSSEY<sup>®</sup> NXT and/or ODYSSEY WG
      - ODYSSEY Ultra NXT and/or ODYSSEY ULTRA and/or ODYSSEY DLX
      - SOLO<sup>®</sup> ADV and/or SOLO WG
      - SOLO ULTRA
      - VIPER<sup>®</sup> ADV

**OR**

- ii. During the period from December 16, 2017 to March 31, 2018 (the “**Second Registration Period**”), an Eligible Participant must register for the Offer, acknowledge and agree to be legally bound by these Terms, and confirm that they satisfy the above eligibility criteria. Offer registration must be completed on behalf of Eligible Participants by a BASF Innovation Specialist, or a Business Representative, or an **AgSolutions** Customer Representative. In addition to registering for the Offer, a grower must also complete a Crop Plan with a BASF Innovation Specialist, or a Business Representative, or an **AgSolutions** Customer Representative, consisting of a minimum of three hundred and twenty (320) acres corresponding to at least one (1) of the IMI Qualifying Products

**AND**

- iii. During normal business hours between October 1, 2017 and September 30, 2018 (the “**Purchase Period**”) – purchase at SRP from an authorized Western Canadian Retailer (each, a “**Purchase Transaction**”) a minimum of three hundred and twenty (320) acres of at least one (1) of the IMI Qualifying Products.

By way of example only: An Eligible Participant who: (i) during the First Registration Period, registers for the Offer and completes a Crop Plan for 320 acres of VIPER ADV; and (ii) completes a Purchase Transaction at SRP from an authorized Western Canadian Retailer during the Purchase Period for (at a minimum) 320 acres of VIPER ADV, will qualify to receive a Rebate pursuant to the terms of this Offer.

By way of example only: An Eligible Participant who: (i) during the First Registration Period, registers for the Offer and completes a Crop Plan for 320 acres of VIPER ADV; and (ii) completes a Purchase Transaction at SRP from an authorized Western Canadian Retailer during the Purchase Period for 300 acres of VIPER ADV, will NOT qualify to receive a Rebate pursuant to the terms of this Offer.

By way of example only: An Eligible Participant who: (i) during the First Registration Period, registers for the Offer and completes a Crop Plan for 320 acres of VIPER ADV; and (ii) completes a Purchase Transaction at SRP from an authorized Western Canadian Retailer during the Purchase Period for (at a minimum) 320 acres of SOLO ULTRA, will qualify to receive a Rebate pursuant to the terms of this Offer.

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 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.**

4. **Rebate Calculation:** 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 Terms, as follows:
  - a. If an Eligible Participant: (i) satisfies all requirements outlined in these Terms; (ii) registers for the Offer during the **First Registration Period** and completes a Crop Plan for a minimum of one (1) IMI Qualifying Product at a minimum of 320 acres; and (iii) completes a Purchase Transaction (at a minimum) for at least 320 acres of at least one (1) of the IMI Qualifying Products from an authorized Western Canadian retailer during the Purchase Period, then the Eligible Participant will be eligible to receive a Rebate consisting of **one (1) percent (1%)** off the SRP, exclusive of taxes, off each case of **AgSolutions** Rebate Qualifying Product (as defined below) that was purchased from an authorized Western Canadian retailer during the Purchase Period by an Eligible Participant in accordance with these Terms.

The following products are each an “**AgSolutions Rebate Qualifying Product**,” (collectively the “**AgSolutions Rebate Qualifying Products**”):

- **Inoculants:** All NODULATOR® brands.
- **Seed Treatments:** INSURE® CEREAL, INSURE PULSE, and CHARTER® RTU

- **Herbicides:** ALTITUDE FX® 2, ARES®, ARMEZON®, BANVEL® II, BASAGRAN®, BASAGRAN FORTE, DISTINCT®, DYVEL®, DYVEL DSP, ENGENIA®, GLADIATOR®, HEAT® WG, HEAT LQ, ODYSSEY WG, ODYSSEY ULTRA, ODYSSEY DLX, ODYSSEY NXT, ODYSSEY ULTRA NXT, OUTLOOK®, POAST® ULTRA, PURSUIT®, SOLO, SOLO ADV, SOLO ULTRA, TENSILE®, VIPER ADV, and ZIDUA™ SC.
- **Fungicides:** ACROBAT®, FORUM™, CARAMBA®, CABRIO® PLUS, CANTUS®, COTEGRA™, DYAX™, HEADLINE®, LANCE®, LANCE AG, NEXICOR™, PRIAXOR®, PRIAXOR DS, SERCADIS®, and TWINLINE®.

b. If an Eligible Participant: (i) satisfies all requirements outlined in these Terms; (ii) registers for the Offer during the **Second Registration Period** and completes a Crop Plan for a minimum of one (1) IMI Qualifying Product at a minimum of 320 acres; and (iii) completes a Purchase Transaction (at a minimum) for at least 320 acres of at least one (1) of the IMI Qualifying Products from an authorized Western Canadian retailer during the Purchase Period, then the Eligible Participant will be eligible to receive a Rebate consisting of **half a percent (0.5%)** off the SRP, exclusive of taxes, off each case of **AgSolutions** Rebate Qualifying Products that were purchased from an authorized Western Canadian retailer during the Purchase Period by an Eligible Participant in accordance with these Terms.

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.

5. **Qualifying Products and Related Conditions:** For the purposes of this Offer, the IMI Qualifying Products will have the following label rates:

IMI QUALIFYING PRODUCT	ACRES/CASE
VIPER ADV	40 acres
ODYSSEY WG	40 acres
ODYSSEY NXT	80 acres
ODYSSEY DLX	40 acres
ODYSSEY ULTRA	40 acres
ODYSSEY ULTRA NXT	40 acres
SOLO WG	40 acres
SOLO ADV	40 acres
SOLO ULTRA	40 acres

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), Crop Plan, Purchase Transaction, IMI Qualifying Products, **AgSolutions** Rebate 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 BASF's interpretation of 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 (and, if so, the amount of such 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, multiple 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 BASF's interpretation 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 IMI Qualifying Products and/or **AgSolutions** Rebate Qualifying Products (collectively, the “**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 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 Purchase Transactions must be submitted by the retailer to BASF by no later than October 9, 2018 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 Qualifying Products to a retailer after September 30, 2018, then the Eligible Participant shall be required to return or repay the value of the Rebate (or the applicable portion of the Rebate) as directed by BASF 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).
- d. The following combinations of IMI Qualifying Products will count as one (1) inter-changeable IMI Qualifying Product for the purposes of this Offer:

IMI Qualifying Product Combinations	One (1) inter-changeable IMI Qualifying Product for the purposes of this Offer
SOLO ADV, SOLO WG	SOLO ADV
ODYSSEY ULTRA NXT, ODYSSEY ULTRA, ODYSSEY DLX	ODYSSEY ULTRA NXT
ODYSSEY NXT, ODYSSEY WG	ODYSSEY NXT

Note: For the purpose of this Offer, SOLO ULTRA is not interchangeable with SOLO ADV and/or SOLO WG

- 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 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 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. Rebate cheques with a value of less than \$100 CDN will not be processed.
- 12. 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 Crop Plan, 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 an eligible Rebate recipient; and/or (v) any combination of the above.
- 13. 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 BASF’s interpretation of 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.

14. 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.
15. By participating in this Offer and accepting the 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.
16. If an Eligible Participant who is eligible to receive the 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).
17. 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.
18. 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.
19. 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.
20. 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.**
21. 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.
22. 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.

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

**AgSolutions.** ACROBAT, BANVEL, DISTINCT, DYVEL, ENGENIA, HEADLINE, and NODULATOR are registered trade-marks of BASF Corporation; ARES, ODYSSEY, PURSUIT, TENSILE, and VIPER are registered trade-marks of BASF Agrochemical Products B.V.; FORUM is a trade-mark, and CARAMBA is a registered trade-mark of BASF Agro B.V.; COTEGRA, DYAX, NEXICOR, and ZIDUA are trade-marks, and ALTITUDE FX, ARMEZON, BASAGRAN, CABRIO, CANTUS, HEAT, INSURE, LANCE, OUTLOOK, POAST, PRIAXOR, SERCADIS, SOLO, and TWINLINE are registered trade-marks of BASF SE; CHARTER is a registered trade-mark of BASF Agro Trademarks GMBH; all used with permission by BASF Canada Inc. INSURE CEREAL, and INSURE PULSE fungicide seed treatments, and ACROBAT, CABRIO PLUS, CANTUS, CARAMBA, COTEGRA, DYAX, FORUM, HEADLINE, LANCE, LANCE AG, NEXICOR, PRIAXOR, PRIAXOR DS, SERCADIS, and/or TWINLINE fungicides should be used in a preventative disease control program. ALTITUDE FX 2 can only be used on wheat varieties with the Clearfield trait. © 2017 BASF Canada Inc.

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