

BASF AG REWARDS

2021 HORTICULTURE GROWER PROGRAM - OFFICIAL TERMS AND CONDITIONS

- Offer Period:** The 2021 Grower Rewards Program (Horticulture) (the "Offer") is administered by BASF Canada Inc. o/a BASF Canada ("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").
- Eligibility:** The Offer is open to Canadian growers who: (i) reside in British Columbia, Alberta, Manitoba, Saskatchewan, Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador and Prince Edward Island; (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 Official Terms and Conditions (the "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.
- How to Qualify for the Offer:** To qualify for the Offer, an Eligible Participant must fully comply with these Terms (as determined by BASF in its sole and absolute discretion) and must, during the Offer Period, make purchases from an authorized Eastern Canadian retailer that consist of \$7,500 CAD or more (exclusive of fees and taxes, calculated using the Suggested Retail Price ("SRP"), of the following BASF Products (the "BASF Product(s)"):
 - Fungicides:** Cabrio®, Cantus®, Cevya®, Forum®, Kumulus® DF, Merivon®, Pristine®, Sercadis®, Serifel®, Sovran®, Vivando®, and Zampro®
 - Herbicides:** Frontier® Max, Ignite®, Prowl® H2O
 - Insecticides/Miticides:** Nealta®, Versys®
 - Plant Growth Regulators:** Apogee®.

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

All decisions regarding whether or not an Eligible Participant has qualified for the Offer will be made by BASF in its sole and absolute discretion and shall be considered to be final and binding without right of appeal. Additionally, Eligible Participants must earn a minimum Total Reward (as defined by Section 8 below) of \$50 to Qualify for the Offer.

- How to Qualify for a Baseline Reward:** To be eligible to earn a Baseline Reward (a "Baseline Reward"), an Eligible Participant must (i) qualify for the Offer in accordance with Section 3; and (ii) purchase (from an authorized Eastern Canadian retailer at the SRP) a minimum of forty (40) acres of qualifying reward products (each a "Qualifying Reward Product") in any two (2) or more of the five (5) BASF segments (each, a "Segment") as set-out below. For the avoidance of any doubt: (i) there is a minimum purchase threshold of 1 unit (bag or jug) of Qualifying Reward Products per Segment; and (ii) an Eligible Participant must purchase Qualifying Reward Products from at least two (2) Segments. The percentage of the Baseline Reward that an Eligible Participant is eligible to receive off the SRP, exclusive of taxes, will be determined as follows:

(minimum 1 jug per segment to qualify)	Segment 1		Segment 2	Segment 3	Segment 4	Segment 5
	Ignite® herbicide	Frontier® Max and Prowl® H2O herbicides	Nealta® miticide, Versys® insecticide	Apogee® plant growth regulator, Kumulus® DF fungicide	Cabrio®, Cevya®, Pristine®, Serifel® and Vivando® fungicides	Cantus®, Forum®, Merivon®, Sercadis®, Sovran® and Zampro® fungicides
Purchase from four Segments	8%	8%	8%	8%	8%	8%
Purchase from three Segments	5%	5%	5%	5%	5%	5%
Purchase from two Segments	3%	3%	3%	3%	3%	3%

- How to Qualify for a Bonus Reward:** An Eligible Participant who qualifies for the Offer in accordance with Section 3 and for a Baseline Reward in accordance with Section 4 is eligible to earn one (1) of more bonus rewards (each, a "Bonus Reward"), as follows:

Bonus Reward	Requirements to Qualify :
	NOTE: All orders/purchases outlined herein must be made through an authorized Eastern Canadian retailer. All Bonus Rewards are calculated using the SRP.
Ignite Bonus	To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> Purchase a minimum of forty (40) litres of Ignite herbicide; and Qualify for the Baseline Reward.
Fungicide Bonus	To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> Purchase a minimum of twelve (12) jugs Cabrio, and/or Cevya, and/or Vivando, and/or Pristine, and/or Merivon, and/or Forum and/or Zampro and/or Sercadis and/or Cantus and/or Sovran and/or Serifel fungicide(s)

The percentage of the Bonus Reward(s), if any, that will be added to an Eligible Participant's Baseline Reward will be determined as follows:

	(minimum 1 jug per segment to qualify)	Segment 1		Segment 2	Segment 3	Segment 4	Segment 5
		Ignite® herbicide	Frontier® Max and Prowl® H2O herbicides	Nealta® miticide, Versys® insecticide	Apogee® plant growth regulator, Kumulus® DF fungicide	Cabrio®, Cevya®, Pristine®, Serifel® and Vivando® fungicides	Cantus®, Forum®, Merivon®, Sercadis®, Sovran® and Zampro® fungicides
Baseline Reward	Purchase from four Segments	8%	8%	8%	8%	8%	8%
	Purchase from three Segments	5%	5%	5%	5%	5%	5%
	Purchase from two Segments	3%	3%	3%	3%	3%	3%
Bonus Rewards	Ignite Bonus	Add 7%					
	Fungicide Bonus					Add 2%	
	Max Total Savings	15%	8%	8%	8%	10%	10%

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 12 jugs of Ignite + 4 jugs acres of Cevya +5 jugs of Nealta, the Eligible Participant would be eligible for a Baseline Reward of 5% on Ignite, a Baseline Reward of 5% on Cevya, and a Baseline Reward of 5% on Nealta. In addition, the Eligible Participant would be eligible for the Ignite Bonus and would receive a Bonus Reward of 7% on Ignite.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 2 jugs of Cabrio LQ + 1 jug of Sercadis, the Eligible Participant would be eligible for, a Baseline Reward of 3% on Cabrio, and a Baseline Reward of 3% on Sercadis. The Eligible Participant would not qualify for a Bonus Reward.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 12 jugs of Ignite, the Eligible Participant would not be eligible for a Baseline Reward, nor any Bonus Reward(s).

6. **Reward Percentage Value and Bonus Reward Calculation:** BASF will determine the reward percentage value (the "**Reward Percentage Value**") that an Eligible Participant is eligible to receive pursuant to these Terms. The Reward Percentage Values outlined in Sections 4, 5 and 6 represent the percentage that BASF will use to calculate the amount of the Baseline Reward (and, as applicable, Bonus Reward(s)) (collectively, the "**Total Reward on Qualifying Reward Products**") that an Eligible Participant is eligible to receive as a reward, exclusive of taxes, on each case of the applicable Qualifying Reward Product(s) purchased in accordance with these Terms. The Elite Bonus Reward outlined in Section 6 represents the percentage that BASF will use to calculate the amount that an Eligible Participant is eligible to receive as a reward, exclusive of taxes, on each case of the applicable Elite Qualifying Products purchased in accordance with these Terms (the "**Total Reward on Elite Qualifying Products**").
7. The calculation of Total Reward on Qualifying Reward Products and the Total Reward on Elite Qualifying Products (collectively, the "**Total Reward**") will be based on SRP in the Eligible Territories multiplied by the corresponding Reward Percentage Values and Elite Reward Percentage Value for the applicable Qualifying Reward Products and Elite Qualifying Products, respectively. 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. Total Rewards will be calculated per unit size, using all Qualifying Reward Products and Elite Qualifying Products purchased, including partial cases.

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 (collectively, 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 anytime 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 Total Reward. **There is a limit of one (1) Total Reward per Farm.**

8. **Products and Related Conditions:** For the purposes of the Offer, the BASF Products will have the following label rates:

Qualifying Product	Unit Size
Apogee	2.27 kg
Cabrio	2.27 kg
Cantus	2.83 kg
Cevya	4 L
Forum	4.5 L
Frontier Max	9 L
Ignite	10 L
Ignite	100 L
Kumulus DF	25 kg
Merivon	1.62 L

Qualifying Product	Unit Size
Nealta	4 L
Pristine	2.83 kg
Prowl H2O	8.9 L
Sercadis	1.352
Serifel	2 kg
Sovran	0.5 kg
Versys	405 ml
Vivando	3.785 L
Zampro	4.14 L

[†] Seeding rate varies depending on variety and are subject to change, please visit agsolutions.ca for updates.

9. **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 12b), BASF Products/Qualifying Reward Products/Elite 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 of an Eligible Participant to provide such proof of compliance with these Terms in writing to the complete satisfaction of 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 Total Reward in accordance with these Terms (and, if so, the amount of such Total Reward) will be made by BASF in its sole and absolute discretion. If it is 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.
10. **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 Total Reward, 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 Total Reward 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 Total Reward 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.
11. **Additional Conditions:**
- This Offer does not apply to any Elite Qualifying Products and/or Qualifying Reward Products and/or BASF Products that are returned for any reason whatsoever or for any Elite Qualifying Products and/or Qualifying Reward Products and/or BASF Products purchased for resale.
 - 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.
 - If an Eligible Participant who has earned a Total Reward pursuant to this Offer returns any BASF Products/Qualifying Reward Products/Elite Qualifying Products to a retailer after September 30, 2021, then the Eligible Participant shall be required to promptly return or repay the value of the Total Reward (or the applicable portion of the Total Reward) 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 reward(s). BASF also reserves the right to seek remedies and damages to the fullest extent permitted by law.
12. **General Conditions:** Please allow a minimum of eight (8) weeks for the Total Reward 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 Total Reward must be accepted as awarded and is not transferable or assignable. BASF reserves the right, in its sole and absolute discretion, to substitute the Total Reward or a component thereof with a reward of equal or greater retail value.
13. This Offer is subject to all applicable federal, provincial and municipal laws. This Offer is 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.
14. BASF, its parent companies, associated and affiliated companies, agent 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 an Eligible Participant, a Total Reward recipient or eligible Total Reward recipient; and/or (v) any combination of the above.
15. 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.
16. BASF reserves the right to require that an Eligible Participant sign BASF's form of declaration and release form prior to being confirmed as the recipient of the Total Reward.
17. By participating in this Offer and accepting the Total Reward, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Reward (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 Total Reward or any portion thereof.
18. If an Eligible Participant who is eligible to receive a Total Reward 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 Total Reward).
19. 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.






20. 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.
21. By participating in this Offer, each Eligible Participant expressly consents to BASF, its agents and/or representatives, storing, collecting, sharing and using any personal information submitted for the purpose of administering the Offer, managing, fulfilling and improving the offer and in accordance with BASF's privacy policy (<https://www.basf.com/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.
22. 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.**
23. 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.
24. 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 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, APOGEE, CABRIO, CANTUS, CEVYA, FORUM, FRONTIER, IGNITE, KUMULUS, MERIVON, NEALTA, PRISTINE, PROWL, SERCADIS, SERIFEL, SOVRAN, VERSYS, VIVANDO and ZAMPRO are registered trade-marks of BASF; all used under license by BASF Canada Inc. CABRIO, CABRIO PLUS, CANTUS, CEVYA, FORUM, KUMULUS DF, MERIVON, PRISTINE, SERCADIS, SERIFEL, SOVRAN, VIVANDO, and/or ZAMPRO fungicides should be used in a preventative disease control program. © 2021 BASF Canada Inc.

Connect with us. We're here for you.

For more information, reach out to us anytime.

-  Visit agsolutions.ca/rewards/east
-  Contact your local BASF **AgSolutions** Retail Representative
-  Call **AgSolutions** Customer Care at 1-877-371-BASF (2273)
-  [BASF AgSolutions](#)
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We create chemistry