

## OFFICIAL CONTEST RULES AND REGULATIONS

### 1. KEY DATES:

The Growing Home with BASF Contest (the “**Contest**”) begins on February 4, 2025 at 12:00 a.m. Mountain Time (“**MT**”) and ends on April 15, 2025 at 11:59 p.m. MT (the “**Contest Period**”).

The Contest Period consists of: (i) a submission period starting February 4, 2025 at 12:00 a.m. MT and ending March 3, 2025 at 11:59 p.m. MT (the “**Submission Period**”); (ii) a judging period starting March 4, 2025 at 12:00 a.m. MT and ending March 31, 2025 at 11:59 p.m. MT (the “**Judging Period**”); and (iii) a voting period starting April 1, 2025 at 12:00 a.m. MT and ending April 15, 2025 at 11:59 p.m. MT (the “**Voting Period**”).

### 2. ELIGIBILITY TO MAKE A NOMINATION:

The Contest is open only to select residents of Canada who: (i) reside in the province of Alberta, Saskatchewan, Manitoba, or Ontario (each, a “**Region**”); (ii) have reached the legal age of majority in their province of residence at the time of entry; and, (iii) are registered in BASF’s AgConnect Database between February 4, 2019 and up to and including February 3, 2025 (an “**Eligible Nominator**”). Employees, representatives and agents (and those with whom such persons are living, whether related or not) of BASF Canada Inc. (the “**Sponsor**”), its parent companies, subsidiaries, affiliates, distributors, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfilment of the Contest (collectively, the “**Contest Parties**”) are not eligible to make a nomination.

**IMPORTANT NOTE: Eligible Nominators are not eligible to receive Entries or win a prize in the Contest.** After completing a Nomination in accordance with these Rules as set out below, only the Nominee (not the Eligible Nominator) associated with the Nomination will be eligible to earn an Entry in the Contest.

### 3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Contest, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”).

### 4. HOW TO MAKE A NOMINATION:

NO PURCHASE NECESSARY. MAKING A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING.

To participate in the Contest, an Eligible Nominator must visit [agsolutions.ca/growinghome](https://agsolutions.ca/growinghome) (the “**Website**”) and follow the on-screen instructions to obtain the Official Contest Nomination Form (the “**Contest Form**”). Next, the Eligible Nominator must fully complete and submit the Contest Form during the Submission Period with all required information, which will include a requirement to: (i) enter the Eligible Nominator’s full name, age, complete mailing address (including postal code), valid email address and telephone number; (ii) enter the name of one (1) eligible Community Organization (defined below) that the Eligible Nominator has selected to nominate for the Contest (a “**Nominee**”); (iii) enter a 150-1,000 character unique and original description of: (a) the Nominee and its alignment with one or more of the following values – *building safe and healthy communities, advancing science and sustaining modern agriculture, and/or developing future leaders in agriculture*; and (b) the Nominee community’s need for and how the Nominee would use a Community Organization Donation (defined below) from the Sponsor, in the event that the organization is selected to receive such prize (an “**Essay**”); and (iv) signify agreement that the Eligible Nominator has read and agrees to be legally bound by the terms and conditions of these Rules (collectively, a “**Nomination**”).

To be eligible, all content and materials associated with a Nomination (collectively, the “**Nomination Materials**”) must: (i) be submitted and received in accordance with these Rules during the Submission Period; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules, including, but not limited to, the specific Community Organization eligibility requirements set out in Rule 5 below and the Participation Requirements listed in Rule 9 below (all as determined by the Sponsor in its sole and absolute discretion).

Each Nomination will automatically be allocated to a Region based on the jurisdiction of residence of the Eligible Nominator (as stated on the Contest Form). Upon receipt of an eligible Nomination in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), the Nominee associated with such Nomination will receive one (1) Nomination entry (a “**Nomination Entry**”).

## 5. ELIGIBILITY TO BE A NOMINATED COMMUNITY ORGANIZATION:

To be eligible as a Nominee and receive a Nomination in the Contest, a community organization must: (i) not be a religious or political organization; (ii) be a duly incorporated and validly subsisting corporation within the applicable Eligible Nominator's Region of residence (individuals are not eligible to be selected as a Nominee); (iii) have provided to the applicable Eligible Nominator: (a) authorization to be a Nominee in the Contest (including, without limitation, authorization for the community organization to be listed on the Website for the purpose of the Contest), (b) consent for the Eligible Nominator to submit all required information about the community organization to the Sponsor for the purposes of the Contest, and (c) confirmation that the community organization agrees to accept and receive a Community Organization Donation (defined below) from the Sponsor in the event that the organization is selected to receive such prize, and to submit to the Sponsor any information or documentation as may be required by the Sponsor about the Community Organization for the purposes of administering the Contest (including, without limitation, the Sponsor's form of declaration and release in the event that the organization is selected to receive a Community Organization Donation) (IMPORTANT NOTE: to be eligible, this authorization, consent and confirmation from the community organization must be confirmed by the Eligible Nominator (including, without limitation, in the form of a written authorization received from a designated authorized representative of the applicable community organization) at any time requested by the Sponsor; and (iv) be verified and approved by the Sponsor, in its sole and absolute discretion (a "**Community Organization**").

For certainty, verification and approval of a Community Organization by the Sponsor will not create any liability for the Released Parties (defined below), will not derogate or limit in any way an Eligible Nominator's obligations as outlined in these Rules, and will not constitute a representation, warranty or any other kind of assurance that an Eligible Nominator and/or Community Organization is in compliance with these Rules. By submitting a Nomination, the Eligible Nominator agrees to facilitate the Sponsor in awarding a Community Organization Donation (defined below) to his/her selected Community Organization in the event that the Community Organization is eligible to receive such prize (for certainty, this includes facilitating the Sponsor with coordinating a designated authorized representative of the Community Organization to complete the winner confirmation process set out below).

If a Community Organization: (i) cannot accept (or is unwilling to accept) a Community Organization Donation, as applicable, for any reason; (ii) does not submit to the Sponsor any information or documentation as may be required by the Sponsor for the purposes of administering the Contest; and/or (iii) cannot participate (or is unwilling to participate) in the Contest in accordance with these Rules for any other reason, then the Community Organization may be disqualified from the Contest in the sole and absolute discretion of the Sponsor (and, as applicable, will forfeit all rights to a Community Organization Donation).

For certainty, the Sponsor reserves the right, in its sole and absolute discretion, to verify that be a Community Organization meets all eligibility criteria set out above, at any time, including without limitation, prior to being confirmed as a Finalist and/or winner of a Prize. The Sponsor reserves the right (in its sole and absolute discretion) to modify these Rules as applicable to select an alternate Community Organization as a Finalist or eligible winner of a Prize, in the event that a Community Organization is deemed ineligible by the Sponsor in its sole and absolute discretion (in which case the foregoing eligibility and verification provisions shall apply to such newly selected Community Organization).

## 6. HOW TO EARN BONUS ENTRIES:

At the time of (or after, as applicable) submitting an eligible Nomination, Eligible Nominators can earn up to twenty-five (25) bonus entries (each, a "**Bonus Entry**") for their Nominee in the Contest by completing the following bonus method of entry during the Submission Period:

- (i) **Community Boost Email Submission:** During the Submission Period, a promotional Contest community boost email (or emails) (a "**Community Boost Email**") will be sent directly from or on behalf of BASF to Eligible Nominators that have submitted an eligible Nomination (based on the email address submitted as part of the Eligible Nominator's Contest Form). Upon receiving a Community Boost Email after submission your Nomination, click on the designated button that is included in the Community Boost Email and follow all applicable on-screen instructions. When all required steps of this bonus method of entry are complete, your Nominee will automatically be eligible to earn twenty-five (25) Bonus Entries in the Contest. Limit of one (1) completed Community Boost Email submission per Eligible Nominator and twenty-five (25) Bonus Entries per Nominee via this bonus method of entry.

To be eligible, all content and materials associated with a Bonus Entry (collectively, the "**Bonus Entry Materials**") must: (i) be submitted and received in accordance with these Rules during the Submission Period; (ii) include all required components and materials noted above; and, (iii) be in accordance with these Rules, including, but not limited to, the specific Participation Requirements listed below; (all as determined by the Sponsor in its sole and absolute discretion). Nomination Materials and Bonus Entry Materials shall be collectively referred to as "**Entry Materials**".

## 7. ENTRY LIMIT AND CONDITIONS:

There is a limit of one (1) Nomination per Eligible Nominator. A limit of one (1) Nominee can be identified in a Nomination. There is a limit of one (1) Nomination per Nominee (in the case of multiple Nominations for the same Nominee, only the first such eligible Nomination will be counted). There is a limit of one (1) Nomination Entry and twenty-five (25) Bonus Entries (each, an “**Entry**”) per Nominee.

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: (i) exceed any of the limits stated in these Rules; (ii) use multiple names, identities, e-mail addresses, Accounts and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, 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, officers, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Contest Forms, Essays, Nominations, Entries, Entry Materials, Community Boost Emails and/or any other Contest-related information (collectively, “**Contest-Related Information**”), all of which are void.

Entry Materials may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry Materials are not submitted and received in accordance with these Rules during the Submission Period; and/or (ii) the Entry Materials are not in compliance with these Rules (including, but not limited to, the specific Participation Requirements listed below), all as determined by the Sponsor in its sole and absolute discretion.

## **8. VERIFICATION:**

All Contest-Related Information, Eligible Nominators and Nominees 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 photo identification): (i) for the purposes of verifying a participant’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Contest-Related Information 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 the letter and spirit of 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 the Contest will be the official time-keeping device(s) used by the Sponsor.

## **9. PARTICIPATION REQUIREMENTS:**

BY PARTICIPATING IN THIS CONTEST, EACH PARTICIPANT AGREES TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND THEIR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM THEIR PARTICIPATION IN THE CONTEST. BY PARTICIPATING IN THIS CONTEST, EACH PARTICIPANT ALSO AGREES THAT THEIR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF A NOMINATION OR AN ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (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, THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY EACH PARTICIPANT IN THE EVENT IT IS DISCOVERED THAT THE PARTICIPANT HAS DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES . THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each Eligible Nominator hereby warrants and represents that any Entry Materials he/she submits:

- i. is/are original to him/her and that the Eligible Nominator has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials 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, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. 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

- v. is/are 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; 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 the Sponsor); 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 the Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit his or her Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Nomination and/or the associated Nominee) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

#### **10. LICENSE:**

By participating in the Contest and submitting Entry Materials, each participant: (i) grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use the Entry Materials (and each component thereof), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (ii) waives all moral rights in and to the Entry Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of the Entry Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

#### **11. PRIZES:**

There will be a total of twelve (12) prizes (each, a “**Prize**”) available to be won in this Contest. Each Prize consists of a charitable donation by the Sponsor to the Community Organization associated with an eligible winning Nomination (a “**Community Organization Donation**” subject to the Community Organization eligibility requirements and terms set out in Rule 5, above) as follows:

- 4 x grand prizes (one (1) per Region), each consisting of one (1) \$25,000 CAD Community Organization Donation (each, a “**Grand Prize**”)
- 4 x second place prizes (one (1) per Region), each consisting of one (1) \$10,000 CAD Community Organization Donation (each, a “**Second Place Prize**”); and
- 4 x third place prizes (one (1) per Region), each consisting of one (1) \$5,000 CAD Community Organization Donation (each, a “**Third Place Prize**”).

Each Prize must be accepted as awarded and must be received as is. Each Prize is not transferable, assignable or convertible to cash. No substitutions are permitted except at Sponsor’s option. All characteristics and features of a Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Each Prize winner is solely responsible for all costs not expressly described herein. Each Community Organization Donation awarded as part of a Prize will be made by the Sponsor to each applicable, approved Community Organization at the time Prizes are awarded, following the end of the Contest Period. For greater certainty and the avoidance of any doubt, a Community Organization Donation will be made by BASF Canada Inc. to the applicable Community Organization Nominee; the Eligible Nominator who submitted the applicable Nomination in respect of such Nominee will not receive a tax credit or receipt for the charitable donation made. Notwithstanding the foregoing, the Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof (including a Community Organization Donation) with a prize of equal or greater retail value in the event that any Prize or component thereof cannot be awarded as described for any reason, without liability.

**IMPORTANT NOTE: Each Prize consists only of the Community Organization Donation as described above. An Eligible Nominator will not receive the Community Organization Donation associated with a Prize. Only an eligible Community**

**Organization associated with a winning Nomination (subject to the terms set out in Rule 5 above) will receive a Community Organization Donation.**

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the confirmed winner understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should his/her Prize fail to be fit for its purpose or is in any way unsatisfactory. For greater certainty and the avoidance of any doubt, by accepting a Prize, each confirmed winner agrees to waive all recourse against the Sponsor and all of the other Released Parties if his/her Prize or a component thereof does not prove satisfactory, either in whole or in part.

**12. ELIGIBLE WINNER SELECTION PROCESS:**

**Stage 1 (Judging to Select Finalists):**

A panel of judges (the “**Semi-Finalist Judges**”) appointed by the Sponsor at its sole and absolute discretion will judge and assign a score (each, a “**Score**”) to each Nomination on the basis of the following weighted criteria (the “**Judging Criteria**”):

<b>Criteria</b>	<b>Weighting</b>
Essay’s depiction of the Nominee community’s need for, and how the Nominee would use, a Community Organization Donation	40%
Nominee’s alignment with one or more of the following values – <i>building safe and healthy communities, advancing science and sustaining modern agriculture, and/or developing future leaders in agriculture;</i>	20%
Nominee’s alignment to Canadian agriculture	20%
Total number of Entries received by the Nominee	20%
<b>Total Score</b>	<b>Maximum 100%</b>

Each Nomination that obtains one (1) of the top three (3) Scores per Region will be selected as a finalist (each, a “**Finalist**”). For certainty, there will be three (3) Finalists selected per Region and twelve (12) Finalists selected in total. The odds of being selected as a Finalist depend on the number and calibre (based on the Judging Criteria) of the Nominations received per Region. In the event of a tie between two (2) or more Nominations based on Score, the Nomination – from amongst all such Nominations that are tied – with the highest Score on the first criterion listed above will be deemed to have obtained the higher Score (followed by the second criterion listed above, in the event of a further tie, followed by the third criterion and so forth until the tie is broken). Judging is scheduled to be completed during the Judging Period.

**Stage 2 (Voting to Select Potential Winners):**

During the Voting Period, individuals that: (i) reside in Canada; and (ii) have reached the legal age of majority in their province or territory of residence, will be able to visit [agsolutions.ca/growinghome](http://agsolutions.ca/growinghome) and submit a vote (each, a “**Vote**”) for their favourite Finalist’s Nomination by following the on-screen instructions. There is a limit of one (1) Vote per person.

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: (i) exceed any of the limits stated in these Rules; (ii) use any automated, script, macro, robotic or other program(s) to submit Votes; and/or (iii) engage in systematic repeated voting from the same computer/IP address; then Sponsor reserves the right, in its sole and absolute discretion, to disqualify the Votes and/or Nomination (and associated Nominee) to which such Votes relate. All Votes and voters 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): (i) for the purposes of verifying the eligibility and/or legitimacy of any Vote or other information submitted (or purportedly submitted) for the purposes of this Contest; and/or (ii) 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 of the applicable Votes and/or the Nomination (and associated Nominee) to which such Votes relate. IMPORTANT NOTE: Individuals may encourage other eligible individuals to vote for a Finalist’s Nomination; however, no form of incentive, inducement, prize or chance of receiving any incentive, inducement, or prize may be offered as part of such encouragement in furtherance of receiving such individual’s Vote for any Finalist’s Nomination. Any individual determined by the Sponsor to be engaging in such behaviour is subject to disqualification (as determined by the Sponsor in its sole and absolute discretion) as well as the corresponding Votes and/or Nomination (and associated Nominee) to which such Votes relate.

Each Nomination that obtains the highest number of total Votes per Region during the Voting Period will be selected as an eligible Grand Prize winner (for certainty, there will be one (1) eligible Grand Prize winning Nomination selected per Region and four (4) eligible Grand Prize winning Nominations selected in total). Each Nomination that obtains the second highest number of total

Votes per Region during the Voting Period will be selected as an eligible Second Place Prize winner (for certainty, there will be one (1) eligible Second Place Prize winning Nomination selected per Region and four (4) eligible Second Place Prize winning Nominations selected in total). Each Nomination that obtains the third highest number of total Votes per Region during the Voting Period will be selected as an eligible Third Place Prize winner (for certainty, there will be one (1) eligible Third Place Prize winning Nomination selected per Region and four (4) eligible Third Place Prize winning Nominations selected in total). The odds of being selected as an eligible Grand Prize, Second Place Prize or Third Place Prize winning Nomination from among the Finalists per Region depend on the number of Votes each such Finalist's Nomination received during the Voting Period. In the event of a tie between two (2) or more Nominations in a Region based on the number of Votes, the Sponsor will conduct a random draw from amongst all such Nominations that are tied to determine the Nomination that will be deemed to have obtained the higher number of Votes. The calculation of Votes received for each Finalist's Nomination is scheduled to be completed on or about April 29, 2025 (the "**Selection Date**").

### **13. ELIGIBLE WINNER NOTIFICATION PROCESS:**

The Sponsor or its designated representative will make a minimum of two (2) attempts to contact the Community Organization Nominee associated with each eligible winning Nomination within ten (10) business days of the Selection Date via email and/or telephone. A Nominee is solely responsible for ensuring they are able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, the Nominee may be disqualified (as determined by the Sponsor at its sole discretion).

### **14. ELIGIBLE WINNER CONFIRMATION PROCESS:**

NO COMMUNITY ORGANIZATION IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE COMMUNITY ORGANIZATION AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED A CONFIRMED PRIZE WINNER, an Authorized Representative (defined below) of each Community Organization Nominee associated with an eligible winning Nomination 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 five (5) 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, the Community Organization's participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of the Community Organization's name, logo, address, statements about the Contest and/or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in perpetuity throughout the world in any manner or medium whatsoever, including print, broadcast or the internet.

IMPORTANT NOTE: Each Community Organization Nominee associated with an eligible winning Nomination must designate one (1) authorized representative (an "**Authorized Representative**") to complete the Sponsor's winner confirmation process and accept the Prize on behalf of the Community Organization, and such Authorized Representative must: (a) be a resident of Canada; (b) have reached the legal age of majority in their jurisdiction of residence; and (c) have the unencumbered authority, authorization and permission from the Community Organization to: (i) provide to Sponsor any and all required information that relates to the Community Organization for the purposes of administering the Contest in accordance with these Rules; and (ii) legally bind the Community Organization – including, without limitation, to these Rules and to any other required documentation as contemplated in these Rules. FOR GREATER CERTAINTY AND THE AVOIDANCE OF ANY DOUBT, THE AUTHORIZED REPRESENTATIVE IS NOT THE WINNER AND HAS NO RIGHT TO PERSONALLY CLAIM ANY PRIZE OR A PORTION THEREOF.

If an eligible winning Community Organization and/or Authorized Representative (as applicable): (a) cannot be contacted as set out set out above, or if there is a return of a notification as undeliverable; (b) fails to correctly answer the skill-testing question; (c) fails to return the properly executed Contest documents within the specified time; (d) cannot accept (or is unwilling to accept) a Prize (as awarded) for any reason; and/or (e) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then the Community Organization will be disqualified (and will forfeit all rights to the applicable Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate potential winner in accordance with the procedure outlined above, with the necessary amendments (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

### **15. GENERAL CONDITIONS:**

This Contest is subject to all applicable federal, provincial/territorial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest, including without limitation the eligibility of entrants or any Contest-Related Information, are final and binding on all entrants without right of appeal.

ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

All Contest-Related Information becomes the property of the Sponsor. The Released Parties will not be liable for: (i) any failure of the Website or any other 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 Contest-Related Information, winner notification message 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; (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; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend the 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 the Contest as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of the Contest in any way (as determined by Sponsor in its sole and absolute discretion) may be 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 the 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. 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.

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 deemed necessary by the Sponsor, for purposes of verifying compliance of any entrants, Contest-Related Information and/or other information 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.

By entering this Contest, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Contest and in accordance with the Sponsor's privacy policy (available at: <https://www.basf.com/ca/en/legal/data-protection>). 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.

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, including, but not limited to, the Website, point of sale, television, print or online advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules 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 Rules 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.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, the Sponsor or any of the other the Released Parties in connection with the Contest 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 Rules or relating to the Contest.