

Stack the Field Contest

This contest is governed by Canadian law

Standard data rates apply to participants who choose to participate in the Contest via a mobile device.

Please contact your service provider for pricing and service plan information and rates before mobile device participation.

1. INTRODUCTION AND KEY DATES:

The Stack the Field Contest (the “**Contest**”) is sponsored by BASF Canada Inc. o/a BASF Canada (“**BASF**” or “**Sponsor**”). This document constitutes the official rules of the Contest (the “**Rules**”) and the Rules exclusively govern all aspects of the Contest. Entry of a participant in this Contest constitutes that participant’s irrevocable acceptance of and agreement to be bound by all Rules of the Contest.

The Contest begins on February 1, 2021 at 12:00:00 a.m. Eastern Time (“**ET**”) and ends on March 15, 2021 at 11:59:59 p.m. ET (the “**Contest Period**”).

BASF reserves the right, in its sole discretion, to adjust any of the dates, timeframes and/or other mechanics stipulated in these Rules, to the extent deemed necessary by BASF, for purposes of verifying compliance by any Eligible Participant (as defined below) or other information with these Rules, 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 Contest as contemplated in these Rules, or for any other reason.

2. ELIGIBILITY:

Contest is open only to residents of Alberta (including the Peace Region of British Columbia), Manitoba or Saskatchewan (each, a “**BASF Region**”) who have reached the legal age of majority in their province of residence, and who are either: (a) employed by an eligible retailer that is not owned by BASF or a BASF affiliate (at the time of entry, and at the time that prizes are awarded) (an “**Eligible Retail Employee**”); or (b) the owner, operator or designated representative of a farm within a BASF Region (a “**Farm**”) who meets the criteria of a Grower (as defined below) (an “**Eligible Grower**”). Eligible Retail Employees and Eligible Growers shall be collectively referred to as “**Eligible Participants**”.

Employees of BASF and members of their respective households (individuals with whom they reside in the normal and customary course of their residency), representatives or agents (and those with whom such persons are domiciled, whether related or not) of the Sponsor, its parent companies, affiliates, prize suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”) are not eligible to enter the Contest.

A “**Grower**” is:

- (i) an individual actively engaged in producing a crop on land in a BASF Region owned by or leased to such individual for that purpose; or
- (ii) an owner, operator or designated representative of a corporation actively engaged in producing a crop on land in a BASF Region owned by or leased to such corporation for that purpose; or
- (iii) a Partner (defined below) of a partnership (a “**Partnership**”) where the Partnership is a demonstrably distinct farming operation in a BASF Region:
 - comprised of only those members of the Partnership (“**Partners**”) engaged in producing a crop on land, or with assets or equipment, that is owned by the Partnership or contributed by the Partners; and
 - distributes all or a portion of revenue, if any, from such crop among Partners.

IMPORTANT NOTES: Eligible Retail Employees are only eligible to win Secondary Prizes in the Contest, and are not eligible to win the Grand Prize. All decisions regarding the BASF Region into which a Farm is located will be made by BASF, in its sole and absolute discretion, and will not be subject to consultation or challenge.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. During the Contest Period, Eligible Growers may earn grand prize entries in the Contest (each, a “**Grand Prize Entry**”) by: (i) visiting agsolutions.ca/stackthefield (the “**Website**”) and completing the Contest entry form with all required information (the “**Entry Form**”) – which may include the requirement to enter your full name, valid email address, signify whether you are an Eligible Grower or Eligible Retail Employee, and confirm (or reconfirm) your consent to receive commercial electronic messages (including email and text messages) from the Sponsor; and (ii) completing one (1) or more of the entry activities set forth below (each, an “**Entry Activity**”). During the Contest Period, Eligible Retail Employees and Eligible Growers may earn secondary prize entries in the

Contest (each, a **“Secondary Prize Entry”**) by: (i) visiting the Website and completing the Entry Form with all required information; and (ii) completing one (1) or more of the applicable Entry Activities set forth below. For greater certainty, Eligible Growers may earn both a Grand Prize Entry and Secondary Prize Entry upon completing certain Entry Activities in accordance with these Rules; however Eligible Retail Employees are only eligible to earn Secondary Prize Entries. Grand Prize Entries and Secondary Prize Entries shall be collectively referred to as **“Entries”**. An Entry Activity must be completed in its entirety in order to earn the associated Entry or Entries (for certainty, videos must be viewed in full). After opting in to receive commercial electronic messages from the Sponsor, you may withdraw your consent to receive such communications without affecting your eligibility in this Contest (for details on how to withdraw your consent, please consult the Sponsor’s Privacy Policy at the link in Rule 10 below). Providing this consent 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.

	Entry Activity	Number of Grand Prize Entries	Number of Secondary Prize Entries
1	Watch the pod shatter reduction virtual plot tour video	1	1 Secondary Prize Entry upon viewing all 5 videos.
2	Watch the clubroot management virtual plot tour video	1	
3	Watch the InVigor RATE target plant population video	1	
4	Watch the Heat LQ virtual plot tour video	1	
5	Watch the Cotegra Virtual Plot Tour video	1	
6	Watch the golf #WillItShatter Video	1	1 Secondary Prize Entry upon viewing all 3 videos.
7	Watch the power washer #WillItShatter Video	1	
8	Watch the blower #WillItShatter Video	1	
9	Watch the Results by the Bushel webinar	1	1
10	Download the 2021 Lineup Brochure	1	N/A
11	Check out local trial results in your area on InVigorResults.ca	1	N/A
12	Log in to your twitter account (“Twitter Account”) and either: (a) Retweet a Stack the Field Contest Twitter Post (located on the @basfagsolutions account during the Contest Period) and include #ContestEntry; or (ii) post a tweet from your Twitter Account about canola using the #canolasolutions and #ContestEntry hashtags.	1 per eligible retweet or tweet	N/A
13	Complete the Certitude learning module	1	1
14	Download the Liberty bulk tote sell sheet	1	N/A
15	Watch the Operation Liberty spray tips video	1	N/A
16	Download the 2021 Cotegra Data sell sheet	1	N/A

The Contest is in no way sponsored, endorsed or administered by, or associated with Twitter. Twitter is hereby completely released of all liability by each entrant in this Contest. Any questions, comments or complaints regarding the Contest must be directed to BASF and not to Twitter. You may only use one (1) Twitter Account to participate in this Contest and your applicable Twitter Account must be set to public and not private.

To be eligible, all content and materials you submit in association with completing an Entry Activity (regardless of the method of entry) (collectively, the **“Entry Materials”**) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) be in accordance with these Rules, including but not limited to, the specific Participation Requirements listed below; and (iii) be in accordance with the Twitter terms, rules, policies and guidelines (the **“Social Platform Rules”**), as applicable (all as determined by Sponsor in its sole and absolute discretion). The Contest Parties and each of their respective officers, directors, employees, agents, representatives, 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 Entries, Entry Materials, Entry Activities and/or other information (all of which is void).

4. ENTRY LIMIT AND CONDITIONS:

There is a limit of 16 Grand Prize Entries and 4 Secondary Prize Entries per Eligible Participant (and per Twitter Account/email address, as applicable) regardless of entry method. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any entrant has attempted to use multiple Entry Activities, multiple names, multiple Twitter Accounts/names/handles, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor.

BASF shall have the right to disqualify any Eligible Participant if BASF, in its sole discretion, considers the participant to have or have attempted to have violated the Rules or otherwise acted in a disruptive or abusive manner. Entries, Entry Activities, Entry Materials and/or any other required information under these Rules that is incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. Any violation or attempted violation of any applicable laws, regulations, guidelines, industry standards and/or community standards shall result in immediate disqualification from the Contest. The Eligible Participant shall ensure that their participation in the Contest is conducted in an ethical and professional manner and that all such participation is carried out in accordance with all applicable laws, regulations, guidelines, industry standards and community standards.

5. PARTICIPATION REQUIREMENTS:

BY COMPLETING AN ENTRY ACTIVITY YOU AGREE THAT 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 YOUR 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 YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE 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 PRIZES.

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

- a. is/are original to him/her and that the entrant has obtained all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- b. does not violate any law, statute, ordinance or regulation;
- c. 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;
- d. 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
- e. 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 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 Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of 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 Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

By entering the Contest and completing an Entry Activity, each entrant (as applicable): (i) without limiting the Social Platform Rules, as applicable, 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 his/her 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 his/her 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 his/her 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.

6. VERIFICATION:

All Entries, Entry Activities, Entry Materials and entrants 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 an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry, Entry Activity, Entry Materials, entrants 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 Sponsor's interpretation of 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. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any entrant has

attempted to participate by any means not expressly sanctioned by these Rules or disrupt this Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

7. THE PRIZES:

There will be one (1) grand prize (a “**Grand Prize**”) available to be won in the Contest, consisting of one (1) canola package that includes (approximately) 320 acres worth of InVigor hybrid canola (32 bags), Certitude®, Facet® L, Liberty®, Cotegra®, Centurion® and Heat® LQ. The approximate retail value (“**ARV**”) of the Grand Prize is \$42,000 CAD.

At the start of the Contest Period, there will be two thousand seven hundred (2,700) secondary prizes (each a “**Secondary Prize**”, and collectively with the Grand Prizes, the “**Prizes**”) available to be won in the Contest, as follows: (i) two hundred (200) InVigor-branded hats, ARV \$22.50 CAD each; (ii) five hundred (500) InVigor-branded flags, ARV \$22.58 CAD each; (iii) five hundred (500) InVigor-branded water bottles, ARV \$28.00 CAD each; and (iv) one thousand five hundred (1,500) InVigor branded sunglasses, ARV \$1.80 CAD each. The number of Secondary Prizes available will decrease as Secondary Prizes are claimed in accordance with these Rules. **Limit of four (4) Secondary Prizes per Eligible Participant. An Eligible Participant may only win each type of Secondary Prize once** (i.e., an Eligible Participant may win an InVigor-branded hat, flag, water bottle and pair of sunglasses, but may not win more than one InVigor-branded hat, flag, water bottle or pair of sunglasses).

THE APPROXIMATE RETAIL VALUE OF EACH PRIZE NOTED ABOVE IS CURRENT AS OF DECEMBER 17, 2020. UNDER NO CIRCUMSTANCES WHATSOEVER WILL ANY DIFFERENCE BETWEEN THE ACTUAL RETAIL VALUE OF A PRIZE AS AT THE TIME OF FULFILLMENT OR OTHERWISE AND THE APPROXIMATE RETAIL VALUE OF THAT PRIZE NOTED ABOVE BE AWARDED. Each Prize must be accepted as awarded and cannot be substituted, transferred, assignable or redeemed for cash. No substitutions are permitted except at BASF’s option. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Manufacturer’s standard warranty, if any, applies to each Prize. Each Prize winner is solely responsible for all costs not expressly described herein. BASF reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value in the event that any Prize or component thereof is unavailable, cannot be awarded as described for any reason, or for any other reason determined by the Sponsor in its sole and absolute discretion, without liability (including without limitation, the right to substitute a BASF product listed as part of the Grand Prize above). Each Prize winner is solely responsible for reading and following all instructions, directions for use and warnings that may be associated with each component of the applicable Prize (including, without limitation, as provided on a product label). Grand Prize winner is expressly prohibited from profiting from the sale of any product awarded.

IMPORTANT NOTE: In order to accept the Grand Prize, the eligible winner of the Grand Prize must either: (i) be a signatory or confirmed representative to an BASF Liberty and Trait Agreement in good standing, or (ii) agree to enter and have in full force and effect and continuously comply with an BASF Liberty and Trait Agreement. InVigor hybrid canola seed or Liberty must not be used contrary to the Liberty and Trait Agreement. Liberty must not be used on plants grown from seed or derived from certified InVigor hybrid canola seed.

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, each 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.

8. ELIGIBLE WINNER SELECTION PROCESS AND ODDS OF WINNING:

Grand Prize: On March 17, 2021 (the “**Draw Date**”) in Toronto, Ontario at approximately 12:00 p.m. ET one (1) Grand Prize Entry will be selected by random draw from among all eligible Grand Prize Entries submitted by Eligible Growers and received in accordance with these Rules during the Contest Period. The Eligible Grower associated with the Grand Prize Entry drawn will be deemed the eligible winner of the Grand Prize. The odds of winning depend on the number of eligible Grand Prize Entries submitted by Eligible Growers and received in accordance with these Rules during the Contest Period.

IMPORTANT NOTE: **Eligible Retail Employees are only eligible to win Secondary Prizes in the Contest, and are not eligible to win the Grand Prize.**

Secondary Prizes: From the start of the Contest Period, the first two thousand seven hundred (2,700) Eligible Participants who earn one (1) Secondary Prize Entry will each be deemed an eligible winner of a Secondary Prize. Each eligible Secondary Prize winner may select the specific Secondary Prize that he/she is eligible to win, subject to availability while supplies last and the limits set out in Rule 7 above (as determined by the Sponsor, in its sole and absolute discretion). The odds of winning depend on the number and timing of eligible Secondary Prize Entries submitted and received, and the Secondary Prize selections made, in accordance with these Rules during the Contest Period.

9. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each potential winner by email within five (5) business days of the Draw Date (in the case of the eligible winner of the Grand Prize) or within five (5) business days of receiving a Secondary Prize Entry (in the case of a Secondary Prize, while supplies last). If a potential winner cannot be contacted within such time, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to his/her Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Grand Prize winner from among the remaining eligible Grand Prize Entries or determine the next eligible Secondary Prize winner (as applicable, in accordance with the procedure set out above) (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

10. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS HIM/HER AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner will be required to 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). The eligible winner of the Grand Prize will be required to sign and return within ten (10) 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 and subject to the terms set out in Rule 7 above); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof (including, without limitation, any property damage, personal injury and/or death that may occur in connection with any acceptance, use or misuse of the Prize or any portion thereof); and (iv) agrees to the publication, reproduction and/or other use of his/her name, Farm name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or promotional purposes carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

By accepting a Secondary Prize, each applicable winner hereby: (i) confirms that he/she has read, understood and is in compliance with these Rules; (ii) acknowledges acceptance of the Secondary Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Secondary Prize or any portion thereof (including, without limitation, any property damage, personal injury and/or death that may occur in connection with any acceptance, use or misuse of the Secondary Prize or any portion thereof); and (iv) agrees to the publication, reproduction and/or other use of his/her name, Farm name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or promotional purposes carried out by or on behalf of the Sponsor in any manner or medium whatsoever, including print, broadcast or the internet.

If an eligible winner: (a) fails to correctly answer the skill-testing question; (b) fails to return the properly executed Contest documents within the specified time (as applicable); (c) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or (d) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she 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 randomly select an alternate potential Grand Prize winner from among the remaining eligible Grand Entries or determine the next eligible Secondary Prize winner (as applicable, in accordance with the procedure set out above) (in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

11. GENERAL CONDITIONS:

This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest 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.

If due to printing, production, online, internet, computer or other error of any kind, more Secondary Prizes are claimed than intended to be distributed or awarded according to these Rules, then, in addition to having the right to terminate the Contest immediately, in the Sponsors sole and absolute discretion, the Sponsor reserves the right to conduct a random drawing from among all eligible Prize claimants whose claims have not yet been redeemed to award the correct number of Secondary Prizes (as stated in these Rules). Secondary Prizes may stop being awarded in the event Sponsor becomes aware of such an error. In no event will the Sponsor be liable to award more than the number of Secondary Prizes as provided in these Rules.

The Released Parties will not be liable for: (i) any failure of any website or any 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 entry, Entry Materials, 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 cancel, withdraw, amend or suspend this 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 this 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 this 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 this 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. Without limiting the generality of the forgoing, 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.

By entering this Contest, each entrant 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 Sponsor's privacy policy (available at: <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 the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

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 Sponsor, for purposes of verifying compliance by any entrant 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.

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, 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, 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 this Contest.

Always read and follow label directions.

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