

BASF Ag Rewards

2022 Eastern Canada Grower Program

Offer Period:
October 1, 2021 –
September 30, 2022

To be eligible for the Baseline, Bonus and Elite Rewards, growers must purchase at least \$5,000 in BASF Crop Protection Products.¹ Purchases must include products from at least two segments, with a minimum of 40 acres from each segment.

| Segment 1 | | | Segment 2 | | Segment 3 | | Segment 4 | Segment 5 |
|----------------------------------|----------------------|-----------------------------------|-----------------------------------|--|---------------------------------------|---|---|---|
| Cimegra® and Titan® insecticides | Integrity® herbicide | Eragon® LQ and Optill® herbicides | Engenia® and Marksman® herbicides | Conquest® LQ, Liberty® 200 SN and Pursuit® herbicides, and Sefina® insecticide | Armezon® PRO and Zidua® SC herbicides | Frontier® Max and Prowl® H2O herbicides, and Forum® fungicide | Cevya®, Headline® AMP, Priaxor® and Veltima® fungicides | Caramba®, Cotegra®, Sercadis® and Serifel® fungicides |

| Baseline Rewards | Purchase from all five segments | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% |
|------------------|---------------------------------|-----|-----|-----|-----|-----|-----|-----|-----|
| | Purchase from four segments | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% |
| | Purchase from three segments | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% |
| | Purchase from two segments | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% |

| Bonus Rewards | Corn Herbicide Bonus ² Purchase a minimum of 40 acres each of Armezon PRO or Zidua SC and Engenia or Marksman. | | | | Add 2% | | Add 2% | | |
|---------------|--|--|--------|--------|--------|--|--------|--------|--------|
| | Fungicide Bonus ² Purchase a minimum of 200 acres from any product (or combination of products) in Segments 4 and/or 5. | | | | | | | Add 3% | Add 3% |
| | Integrity Bonus ² Purchase a minimum of 160 acres of Integrity. | | Add 7% | | | | | | |
| | Engenia / Kixor® Herbicide Bonus ² Purchase a minimum of 40 acres each of Kixor herbicides (Integrity and/or Eragon LQ and/or Optill) and Engenia or Marksman. | | Add 2% | Add 2% | Add 2% | | | | |

| MAXIMUM TOTAL SAVINGS | 12% | 21% | 14% | 16% | 12% | 14% | 12% | 15% | 15% |
|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|
|-----------------------|-----|-----|-----|-----|-----|-----|-----|-----|-----|

| CALCULATE YOUR SAVINGS | | | | | | | | | |
|------------------------|--|--|--|--|--|--|--|--|--|
|------------------------|--|--|--|--|--|--|--|--|--|

Elite Bonus

Purchase \$100,000 or more of BASF Products (including InVigor® hybrid canola and Liberty 200 SN herbicide) and receive a 1% reward on all BASF Products (excluding InVigor).

For a quick way to calculate your possible rewards, visit our online rewards calculator at agsolutions.ca/eastrewardscalculator.

¹ Qualifying BASF Crop Protection Products now include InVigor hybrid canola. In order for InVigor and Liberty 200 SN herbicide to qualify as a BASF Product, growers are required to sign, or have already signed, a Liberty and Trait Agreement (LTA), and operate in full compliance as per the requirements outlined within the signed LTA (see Section 5 of the Official Terms and Conditions for more details).

² See Section 5 of the Official Terms and Conditions on the pages to follow for additional details on the Bonus Rewards.

BASF Ag Rewards

2022 EASTERN CANADA GROWER PROGRAM

Official Terms and Conditions

- Offer Period:** The 2022 Grower Rewards Program [(Eastern Canada)] (the "**Offer**") is administered by BASF Canada Inc. o/a BASF Canada ("**BASF**") and begins on October 1, 2021 at 7:00 a.m. Eastern Time ("**ET**") and ends on September 30, 2022 at 11:59 p.m. ET (the "**Offer Period**").
- Eligibility:** The Offer is open to Canadian growers who: (i) reside in Ontario, New Brunswick, Nova Scotia, Newfoundland and Labrador, Prince Edward Island, British Columbia (excluding the Peace River Region of British Columbia) and Quebec (each, an "**Eligible Territory**"); (ii) are the owner, operator or designated representative of a farm located in an Eligible Territory (the "**Farm**"); and (iii) have reached the legal age of majority in their province of residence (each, an "**Eligible Participant**"). 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 unconditionally 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.

Note: BASF will grandfather in any buying group that existed prior to October 1, 2020. BASF will consider family relationships going forward if the family relationship is a direct family relationship: immediate family member (spouse, mother, stepmother, foster mother, father, step father, foster father, grandparent, step grandparent, foster grandparent, sister, half-sister, step sister, brother, half-brother, step brother or children, step children, foster children, grandchildren, step grandchildren, foster grandchildren).

- 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 retailer located in an Eligible Territory that consists of \$5,000 CAD or more (exclusive of fees and taxes, calculated using the Suggested Retail Price ("**SRP**"), of the following BASF Products (the "**BASF Product(s)**"):
 - Herbicides:** ARMEZON®, ARMEZON PRO, ASSIGNMENT®, BASAGRAN®, BASAGRAN FORTE, CLEAN SWEEP®, CONQUEST® LQ, DISTINCT®, ENGENTIA®, ERAGON® LQ, FRONTIER® MAX, INTEGRITY®, LIBERTY® 200 SN, MARKSMAN®, OPTILL®, OUTLOOK®, POAST® ULTRA, PROWL® H2O, PURSUIT®, SELECT® and ZIDUA® SC
 - Fungicides:** ACROBAT®, CARAMBA®, CEVYA®, COTEGRA®, FORUM®, HEADLINE®, HEADLINE AMP, LANCE®, PRIAXOR®, SERCADIS®, SERIFEL®, TWINLINE®, VELTYMA® and ZAMPRO®
 - Seed:** INVIGOR® HYBRID CANOLA
 - Insecticides:** CIMEGRA®, SEFINA® and TITAN®

For information on the SRP of the BASF Products listed in these Terms, please contact your authorized retailer located in an Eligible Territory. To confirm whether a retailer is an authorized retailer of BASF products, please call us toll-free at 1-877-731-BASF (2273).

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 CAD 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 retailer located in an Eligible Territory) 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 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:

| (See details for minimum purchase threshold) | Segment 1 | | | Segment 2 | | Segment 3 | | Segment 4 | Segment 5 |
|--|--------------------------------|---------------------|---------------------------------|---------------------------------|--|-------------------------------------|--|---|---|
| | Cimegra and Titan insecticides | Integrity herbicide | Eragon LQ and Optill herbicides | Engenia and Marksman herbicides | Conquest LQ, Liberty 200 SN and Pursuit herbicides, and Sefina insecticide | Armezon PRO and Zidua SC herbicides | Frontier Max and Prowl H2O herbicides, and Forum fungicide | Cevya, Headline AMP, Priaxor and Veltyma fungicides | Caramba, Cotebra, Sercadis and Serifel fungicides |
| Purchase from all five Segments | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% |
| Purchase from four Segments | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% |
| Purchase from three Segments | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% |
| Purchase from two Segments | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% |

Note: The qualifying acres for Pursuit herbicide in segment 2 will be 39.

The following table shows the BASF brand to which each Qualifying Reward Product belongs. Each Qualifying Reward Product shown in this table will each count as one (1) Qualifying Reward Product for the purposes of this Offer:

| BASF Brands | Qualifying Reward Product |
|------------------------|---------------------------|
| ACROBAT, FORUM | FORUM |
| LANCE, COTEGRA | COTEGRA |
| ERAGON LQ, ERAGON | ERAGON LQ |
| FRONTIER MAX, OUTLOOK | FRONTIER MAX |
| HEADLINE, HEADLINE AMP | HEADLINE AMP |

- 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) or 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 retailer located in an Eligible Territory. All Bonus Rewards are calculated using the SRP. |
|-----------------------------------|---|
| Corn Herbicide Bonus | To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> • Purchase a minimum of forty (40) acres of Engenia herbicide and/or Marksman herbicide; and • Purchase a minimum of forty (40) acres of Armezon PRO herbicide and/or Zidua SC herbicide |
| Fungicide Bonus | To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> • Purchase a minimum of two hundred (200) acres of a combination of any products within segments 4 & 5 of Section 4 |
| Integrity Bonus | To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> • Purchase a minimum of one hundred and sixty (160) acres of Integrity herbicide |
| Engenia / Kixor® Herbicides Bonus | To qualify, during the Offer Period an Eligible Participant must: <ul style="list-style-type: none"> • Purchase a minimum of forty (40) acres of Engenia herbicide and/or Marksman herbicide; and • Purchase combined a minimum of forty (40) acres of the following Kixor® herbicide products: Eragon LQ herbicide and/or Integrity herbicide and/or Optill herbicide |

IMPORTANT NOTE REGARDING INVIGOR

In order for InVigor® hybrid canola to qualify as a BASF Product, the Eligible Participant must sign, have in full force and effect and continuously comply with the Liberty® and Trait Agreement (the "LTA") respecting the purchase and use of LibertyLink® Seed (as those terms are defined in the LTA). This Offer is void on all products if any products are used on seed, or plants grown from seed, derived from certified InVigor hybrid canola seed or if InVigor or Liberty 200 SN herbicide is used contrary to the LTA.

To obtain information about the LTA, and/or to complete an LTA, Eligible Participants should call **AgSolutions®** Customer Care at 1-877-371-BASF (2273) or email **basf@basf-agsolutions.ca**. Signed LTA Forms must be promptly submitted by the Eligible Participant's authorized retailer located in an Eligible Territory either by mail, fax or online via BASF's Secure Retail Website.

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:

| | (See details for minimum purchase threshold) | Segment 1 | | | Segment 2 | | Segment 3 | | Segment 4 | Segment 5 |
|------------------|--|--------------------------------|---------------------|---------------------------------|---------------------------------|--|-------------------------------------|--|---|---|
| | | Cimegra and Titan insecticides | Integrity herbicide | Eragon LQ and Optill herbicides | Engenia and Marksman herbicides | Conquest LQ, Liberty 200 SN and Pursuit herbicides, and Sefina insecticide | Armezon PRO and Zidua SC herbicides | Frontier Max and Prowl H20 herbicides, and Forum fungicide | Cevya, Headline AMP, Priaxor and Veltyma fungicides | Caramba, Cotegra, Sercadis and Serifel fungicides |
| Baseline Rewards | Purchase from all five Segments | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% | 12% |
| | Purchase from four Segments | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% | 7% |
| | Purchase from three Segments | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% | 5% |
| | Purchase from two Segments | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% | 3% |
| Bonus Rewards | Corn Herbicide Bonus | | | | Add 2% | | Add 2% | | | |
| | Fungicide Bonus | | | | | | | | Add 3% | |
| | Integrity Bonus | | Add 7% | | | | | | | |
| | Engenia / Kixor Herbicides Bonus | | Add 2% | | | | | | | |
| | Max Total Savings | 12% | 21% | 14% | 16% | 12% | 14% | 12% | 15% | 15% |

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 160 acres of Integrity + 200 acres of Caramba +100 acres of Engenia, the Eligible Participant would be eligible for a Baseline Reward of 5% on Integrity, a Baseline Reward of 5% on Caramba, and a Baseline Reward of 5% on Engenia. In addition, the Eligible Participant would be eligible for the Integrity Bonus and would receive a Bonus Reward of 7% on Integrity. In addition to the Integrity bonus, the Eligible Participant would be eligible for the Fungicide bonus and would receive a Bonus Reward of 3% on Caramba .

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 100 acres of Eragon LQ + 100 acres of Engenia, the Eligible Participant would be eligible for a Baseline Reward of 3% on Eragon LQ, and a Baseline Reward of 3% on Engenia. The Eligible Participant would not qualify for a Bonus Reward. The Eligible Participant would also be eligible for the Engenia/Kixor Herbicide Bonus and would receive a Bonus Reward of 2% on Eragon LQ and 2% on Engenia.

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 200 acres of Integrity, the Eligible Participant would not be eligible for a Baseline Reward, nor any Bonus Reward(s).
By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchased 200 acres of Headline AMP + 200 acres of Caramba, the Eligible Participant would be eligible for a Baseline Reward of 3% on Headline AMP and a Baseline Reward of 3% on Caramba. In addition, the Eligible Participant would be eligible for the Fungicide Bonus and would receive a Bonus Reward of 3% on Headline AMP and Caramba purchases.

6. **How to Qualify for an Elite Reward:** An Eligible Participant who (i) qualifies for the Offer in accordance with Section 3; (ii) qualifies for a Baseline Reward in accordance with Section 4; and (iii) makes purchases during the Offer Period from an authorized retailer located in an Eligible Territory that consist of \$100,000 CAD or more (exclusive of fees and taxes) of BASF Products is eligible to earn an additional reward related to all Elite Qualifying Products (as defined below) purchased by the Eligible Participant from an authorized retailer located in an Eligible Territory during the Offer Period (the "**Elite Reward**"). The value of the Elite Reward is calculated as 1% of the SRP (exclusive of fees and taxes) of the Elite Qualifying Products purchases which qualify for the Elite Reward (the "**Elite Reward Percentage Value**"). The following are each an Elite Qualifying Product (the "**Elite Qualifying Products**"):
- a. **Herbicides:** ARMEZON, ARMEZON PRO, ASSIGNMENT, BASAGRAN, BASAGRAN FORTE, CLEAN SWEEP, CONQUEST LQ, DISTINCT, ENGENIA, ERAGON LQ, FRONTIER MAX, INTEGRITY, LIBERTY 200 SN, MARKSMAN, OPTILL, OUTLOOK, POAST ULTRA, PROWL H20, PURSUIT, SELECT and ZIDUA SC

b. **Fungicides:** ACROBAT, CANTUS®, CARAMBA, CEVYA, COTEGRA, FORUM, HEADLINE, HEADLINE AMP, LANCE, PRIAXOR, SERCADIS, SERIFEL, TWINLINE, VELTYMA and ZAMPRO

c. **Insecticides:** CIMEGRA, SEFINA and TITAN
7. **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**").
8. 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 on a per acre basis, 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.**

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

| Qualifying Product | Application Rate † | Unit Size | Acres/Unit |
|--------------------|--------------------|-----------|------------|
| ACROBAT | | Case | 80 |
| ARMEZON | | Case | 160 |
| ARMEZON PRO | | Case | 40 |
| BASAGRAN | | Jug | 13 |
| BASAGRAN FORTE | | Case | 29 |
| BANVEL II | | Case | 40 |
| CANTUS | | Case | 160 |
| CARAMBA | | Case | 40 |
| CEVYA | | Case | 20 |
| CIMEGRA | | Case | 60 |
| CLEAN SWEEP | | Case | 20 |
| CONQUEST LQ | | Case | 40 |
| COTEGRA | | Case | 70 |
| DISTINCT | | Case | 80 |

| Qualifying Product | Application Rate † | Unit Size | Acres/Unit |
|----------------------|--------------------|-----------|------------|
| ENGENIA | | Case | 40 |
| ERAGON | | Case | 120 |
| ERAGON LQ | | Case | 160 |
| FORUM | | Case | 50 |
| FRONTIER MAX | | Case | 60 |
| HEADLINE | | Case | 72 |
| HEADLINE AMP | | Case | 40 |
| INTEGRITY | | Case | 60 |
| INVIGOR HYBID CANOLA | 10 acres | Bag | - |
| LANCE | | Case | 25 |
| LIBERTY 200 SN | | Case | 20 |
| MARKSMAN | | Case | 20 |
| OPTILL | | Case | 120 |

| Qualifying Product | Application Rate † | Unit Size | Acres/Unit |
|--------------------|--------------------|-----------|------------|
| OUTLOOK | | Case | 52 |
| POAST ULTRA | | Case | 80 |
| PRIAXOR | 10 acres | Case | 160 |
| PROWL H20 | | Case | 20 |
| PURSUIT | | Case | 39 |
| SEFINA | | Case | 80 |
| SELECT | | Case | 60 |
| SERCADIS | | Case | 20 |
| SERIFEL | | Case | 60 |
| TITAN | | Case | 44 |
| VELTYMA | | Case | 80 |
| ZAMPRO | | Case | 51 |
| ZIDUA SC | | Case | 80 |

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






10. **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.
11. **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.
12. **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, 2022** 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, 2022, 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.
13. **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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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.
19. 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).
20. 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.
21. 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.
22. 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.
23. 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.**
24. 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.
25. 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.

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