

LIBERTY 200 SN MODULE – The right tools for stacking your odds against weeds

Official Terms and Conditions

Program Overview:

Subject to the terms, conditions and restrictions set forth below, BASF Canada Inc. o/a BASF Canada (“**BASF**”) is offering all Eligible Recipients (as defined under Program Details) the opportunity to receive one (1) Carhartt® trade medium tool bag (“**Reward**”) for successfully completing the BASF Learning Centre Program Module entitled: *Liberty 200 SN Module – The right tools for stacking your odds against weeds* (the “**Module**”) during the Offer Period (defined below) (the “**Offer**”). Each Eligible Recipient (subject to the limit of one (1) Reward per Farm) that qualifies for the Offer pursuant to these Official Offer Terms and Conditions (as determined by BASF in its sole and absolute discretion) will be eligible to receive one (1) Reward.

Program Details

1. No purchase necessary. This Offer is open only to Canadian growers who reside in one (1) of the following BASF regions: (i) Manitoba; (ii) Ontario; or (iii) Québec; (each, a “**BASF Region**”) and (a) are the owner, operator or designated representative of a grain and/or oilseed farm (the “**Farm**”); (b) have reached the legal age of majority in their province of residence; and (c) are legally permitted to accept promotional products from BASF as a promotional reward (each, an “**Eligible Recipient**”, collectively “**Eligible Recipients**”). Employees, representatives and agents and those residing with them (whether related or not) of BASF, its parent companies, subsidiaries, affiliates, prize suppliers, advertising/promotion agencies and any other individual or entity involved in the development, production, administration, or fulfillment of the Offer (collectively, the “**Offer Parties**”) are not eligible to enter and participate in the Offer.
2. To qualify for the Offer, Eligible Recipients must accept and agree to be legally bound by these Official Offer Terms and Conditions upon filling out the Offer entry form. Prior to participating in the online Offer, Eligible Recipients will also need to agree to BASF’s Grower Privacy Consent (pursuant to the *Personal Information Protection and Electronic Document Act* (PIPEDA)), and will have the opportunity to agree to BASF’s Commercial Electronic Messages Consent. Eligible Recipients may subsequently withdraw their consent to receive electronic communications, without affecting their eligibility in this Offer. Eligible Recipients may participate in the Offer by successfully completing the Module online at the following URL: www.agsolutions.ca where they must log on to the BASF Secure Grower Website (“**SGW**”) with a valid login and password*

* In the event an Eligible Recipient requires a login or has forgotten his/her unique username and password for the SGW, **AgSolutions**® Customer Care can help at: 1-877-371-BASF (2273).

Upon logging on to the SGW and accessing the Module, all of the following steps need to be completed during the Offer Period to qualify for the Offer and earn a Reward:

- a) Complete the Offer entry form with all required information;
 - b) Agree to be legally bound to these Official Offer Terms and Conditions as set out in this document;
 - c) Agree to the BASF Grower Privacy Consent (PIPEDA);
 - d) Successfully complete the Module. Successful Completion of the Module includes answering all the questions presented and correctly answering eight (8) out of ten (10) questions (“**Successful Completion**”); and
 - e) Complete the Module and all other steps set out above within the following time period: January 1, 2023 to November 30, 2024 (“**Offer Period**”)
3. Each Eligible Recipient who earns a Successful Completion of the Module, in accordance with these Official Terms and Conditions including all steps outlined above (as determined by BASF in its sole and absolute discretion) will be eligible to qualify for the Offer. Subject to the limit described below, each Eligible Recipient that qualifies for the Offer pursuant to these Official Terms and Conditions (as determined by BASF in its sole and absolute discretion) will be eligible to receive a Reward. Reward details are outlined in section: *Reward Details*. If an Eligible Recipient has been deemed by BASF, in its sole and absolute discretion, to be eligible to qualify for the Offer and to receive a Reward, then the Eligible Recipient may be notified by a representative of BASF. If an Eligible Recipient: (i) cannot accept (or is unwilling to accept) a 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 Official Offer Terms and Conditions (all as determined by BASF in its sole and absolute discretion); then the applicable Reward shall, in the sole and absolute discretion of BASF, be forfeited in its entirety and the Eligible Recipient will be disqualified from participating in the Offer.
 4. Limit of one (1) Reward per Farm permitted during the Offer Period. If it is discovered by BASF (using any evidence or other information made available to or otherwise discovered by BASF) that any person has attempted to: (i) obtain more than one (1) Reward per Farm; and/or (ii) use multiple names, multiple identities, multiple mailing addresses and/or any automated,

macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or disrupt this Offer; then he/she may be disqualified from the Offer in the sole and absolute discretion of BASF. The Offer Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for late, lost, misdirected, delayed, incomplete or incompatible entry forms, Modules or any other Offer-related information (all of which are void).

5. This Offer and the Official Offer Terms and Conditions are subject to all applicable federal, provincial and municipal laws. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Offer Terms and Conditions or the rights and obligations of participants, BASF or any of the other the Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction’s laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Official Offer Terms and Conditions or relating to this Offer.
6. The decisions of BASF with respect to all aspects of this Offer are final and binding on all Eligible Recipients without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Eligible Recipients. The Released Parties will not be liable for any technical malfunction or other problems relating to the telephone network or lines, computer online systems, servers, access providers, computer equipment or software; for the failure of any information to be received by BASF for any reason; or any combination of the above.
7. BASF reserves the right, in its sole discretion, to withdraw, suspend or amend this Offer in any way, or to amend these Official Offer Terms and Conditions without prior notice or obligation, in the event of: (i) any error, technical problem, tampering, fraud, technical failure or any other cause beyond the reasonable control of BASF that interferes with the proper conduct of this Offer as contemplated by these Official Offer Terms and Conditions; and/or (ii) in the event any of the rewards need to be substituted and/or (iii) any accident, printing, administrative or other error of any kind. Any attempt to undermine the legitimate operation of this Offer 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.
8. BASF reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to BASF potentially including, without limitation, government issued photo identification): (i) for the purposes of verifying eligibility to participate in this Offer; and/or (ii) for any other reason BASF deems necessary, in its sole and absolute discretion, for the purposes of administering this Offer in accordance with these Official Offer Terms and Conditions. Failure to provide such proof to the complete satisfaction of BASF within the timeframe specified by BASF may result in ineligibility. The sole determinant of the time for the purposes of this Offer will be BASF’s server machine(s).
9. In the event of a dispute regarding the Successful Completion of the Module, BASF reserves the right, in its sole and absolute discretion, to make the final decision based on content provided online at: **www.agsolutions.ca**.
10. All intellectual property used by BASF in connection with the promotion and/or administration of the Offer, including, without limitation, all trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned (or licensed or used with permission, as the case may be) by BASF and/or its affiliates. All rights are reserved. Unauthorized copying or use of any such intellectual property without the express written consent of its owner is strictly prohibited.
11. In the event of any discrepancy or inconsistency between the Official Offer Terms and Conditions contained herein and disclosures or other statements contained in any other materials, including, but not limited to: **www.agsolutions.ca**, the entry form, the Module, and/or point of sale, television, print or online advertising, the Official Offer Terms and Conditions contained herein shall prevail, govern and control. BASF reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes, reward items and/or other Offer mechanics stipulated in these Official Offer Terms and Conditions, to the extent deemed necessary by BASF, for purposes of verifying compliance by any Eligible Recipient with these Official Offer Terms and Conditions, or as a result of any technical or other 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 Official Offer Terms and Conditions, or for any other reason.
12. The invalidity or unenforceability of any provision of these Official Offer Terms and Conditions 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 Official Offer Terms and Conditions 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.

Reward Details:

1. The Reward available for Successful Completion of the Module is as follows:
 - Carhartt® trade medium tool bag. Approximate retail value of each Reward is \$85.00 CAD.
2. **Limit of one (1) Reward per Farm.** Images of the Reward shown in any promotional element including web pages are for representation purposes only. Final product may vary from image and/or description provided above.

3. The Reward will only be shipped to a Canadian address. Please allow 6 to 8 weeks from date of Successful Completion of Module for receipt of the individual Reward.
4. The Reward as mentioned above must be (i) accepted as provided and is not transferable, assignable or convertible (except as may be specifically permitted by BASF in its sole and absolute discretion); (ii) no substitutions are permitted; (iii) BASF reserves the right at any time to substitute the Reward or a component thereof for any reason with a reward or reward component(s) of equal or greater retail value; (iv) manufacturer's standard warranty, if any, applies to the Reward; (v) each Reward recipient shall be solely responsible for all expenses that are not expressly included in the Reward description above. No cash value will be given, or substitution made, unless by the discretion of BASF.

General Conditions:

5. By entering this Offer, each Eligible Recipient expressly consents to BASF, its agents and/or representatives, storing, sharing and using the personal information submitted with his/her entry only for the purpose of administering and fulfilling the Offer and in accordance with BASF's privacy policy (available at: www.agsolutions.ca/privacy). This section does not limit any other consent(s) that an individual may provide BASF or others in relation to the collection, use and/or disclosure of their personal information.
6. 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 Official Offer Terms and Conditions. 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 OFFICIAL OFFER TERMS AND CONDITIONS FOR ANY REASON WHATSOEVER IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF BASF (and, if disqualified, will forfeit all rights to a Reward, as applicable).
7. By participating in this Offer and, as applicable, accepting a Reward (the receipt and sufficiency of which are hereby acknowledged), each Eligible Recipient hereby:
 - a) accepts the Reward (as awarded) and acknowledge that the Reward is as described in the Official Offer Terms and Conditions;
 - b) releases BASF and all other Released Parties from any liability in connection with (i) the Offer; (ii) the Eligible Recipient's participation in the Module and any other component of the Offer; (iii) and/or the Eligible Recipient's acceptance, use or misuse of the Reward or any portion thereof;
 - c) accepts that notwithstanding any other provision herein, the sole obligation and collective liability of the Released Parties, and the Eligible Recipient's sole remedy for any claim in any way connected with or arising out of this Offer and the Official Offer Terms and Conditions, the Reward supplied by BASF and the Eligible Recipient's acceptance, use or misuse of such Reward or any portion thereof, or the Offer and the Eligible Recipient's participation therein, shall be for actual and direct damages only, which shall not exceed, in the aggregate, the approximate retail value of the Reward, as set forth above;
 - d) accepts that in no event shall the Released Parties be liable for loss of savings or earnings, mental distress, inconvenience, or indirect, special, consequential, incidental, punitive or exemplary losses, damages or expenses, arising hereunder or in connection with this Offer, the Reward supplied by BASF and the Eligible Recipient's acceptance, use or misuse of such Reward or any portion thereof, or the Offer and the Eligible Participant's participation therein, even if BASF has been advised of or is aware of the possibility of such losses, expenses or damages;
 - e) agrees that, to the fullest extent permitted by applicable law, the Eligible Recipient may not seek reimbursement or pursue any legal or equitable remedy from either BASF or any of the other Released Parties should the Reward fail to be fit for its purpose or is in any way unsatisfactory;
 - f) accepts that the limitations, exclusions and disclaimers set out herein shall apply irrespective of the nature of the cause of action or claim, including, but not limited to, breach of contract, tort (including negligence) or any other legal theory and shall survive any consummation of the Reward;
 - g) confirms his/her compliance with these Official Offer Terms and Conditions; and,
 - h) consents to the publication and/or other use of the Eligible Participant's name, Farm name, photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of BASF in any manner whatsoever, including print, broadcast or the internet.

Liberty® 200 SN

Herbicide

Always read and follow label directions.

AgSolutions and LIBERTY are registered trademarks of BASF, used under license by BASF Canada Inc. © 2023 BASF Canada Inc.