



Go to your happy  
place with Sphaerex.

Enter for a chance to win  
a trip for two to Hawaii.

**SUN, SURF &  
SPHAEREX**  
HAWAIIAN GETAWAY



When we say Sphaerex® could take you further, we're not kidding. The Sun, Surf & Sphaerex contest is your chance to win\* one of two trips for two to fabulous Hawaii. Each lucky vacation winner will also receive a Sphaerex swag bag filled with everything they need to hit the beach in style. And entering couldn't be easier – just purchase a minimum of 4 cases of Sphaerex fungicide and you could be on your way.

\*For full terms and conditions, see the next page or visit [agsolutions.ca/sphaerexgetawayterms](https://agsolutions.ca/sphaerexgetawayterms)



### Send cereal diseases packing.

Sphaerex is the advanced fungicide that controls leaf diseases in barley, oats, rye, triticale and wheat. It also delivers best-in-class management of fusarium head blight. The result is higher yield potential. And profits to match.

Visit [agsolutions.ca/sphaerex](https://agsolutions.ca/sphaerex) to learn more.

**Sphaerex®**  
Fungicide

**BASF**  
We create chemistry

Always read and follow label directions.

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We create chemistry

# BASF SUN, SURF & SPHAEREX 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. KEY DATES:

The BASF Sun, Surf & Sphaerex® Contest (the “**Contest**”) begins on May 23, 2023 at 9:00am MT and ends at 5:00pm MT on September 30, 2023 (the “**Contest Period**”).

## 2. ELIGIBILITY:

Contest is open only to persons who: (i) reside in Manitoba, Saskatchewan, Alberta or British Columbia (each, a “**Region**”); (ii) are the owner, operator or designated representative of a farm in Manitoba, Saskatchewan, Alberta or British Columbia; (iii) have reached the legal age of majority in their province of residence; (iv) have a valid passport; and (v) are not employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of BASF Canada Inc. o/a BASF Canada (“**BASF**” or “**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**”).

## 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 ENTER:

NO PURCHASE NECESSARY.

### Eligible Purchase

To enter, purchase from an authorized BASF retailer located in a Region (a “**Retailer**”) a minimum of 4 cases (2 x 8.65 L jugs per case) of Sphaerex Fungicide in a single transaction during the Contest Period (an “**Eligible Purchase**”). Upon the Data (defined below) of such purchase being submitted to BASF in accordance with these Rules, you will be eligible to earn one (1) entry into the Contest (an “**Entry**”).

**IMPORTANT NOTE:** In order to be eligible to earn an Entry in connection with an Eligible Purchase, the Retailer at which the Eligible Purchase was made is required to submit the customer transactional data relating to such Eligible Purchase (the “**Data**”), on behalf of the participant that completed the Eligible Purchase, to BASF. Eligibility of an Eligible Purchase will be determined by BASF, at its sole and absolute discretion, using this Data. All Data must be submitted by the Retailer to BASF prior to the Draw Date (defined below) in order for such Data to be eligible for the purposes of this Contest. Eligible Purchase product(s) returned for any reason whatsoever and/or purchased for resale (determined at Retailer’s and/or Sponsor’s sole and absolute discretion) are not eligible in the Contest and do not qualify as an Eligible Purchase.

### No Purchase Request

Alternatively, to obtain one (1) Entry into the Contest without purchasing Sphaerex fungicide as set out above, send an email to BASF at BASFeventteam@communique.to including your first name, last name, telephone number, age and province/territory of residence along with a minimum 50-word essay on the management of Fusarium Head Blight (FHB) in Western Canada (a “**Request**”). To be eligible, a Request must be sent and received during the Contest Period. Upon receipt of a valid Request submitted and received in accordance with these Rules, you will earn one (1) Entry. Limit of one (1) Entry per Request. The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests.

To be eligible, your Entry (regardless of the method of entry) must be submitted and received in accordance with these Rules. Eligible Entries submitted and received in accordance with these Rules will be entered into the random prize draw. 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 Data, Entries, Requests and/or other information (all of which is void).

## 5. ENTRY LIMIT:

**There is a limit of one (1) Entry per person 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 person has attempted to: (i) obtain more than one (1) Entry; and/or (ii) use multiple names, 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.

## 6. VERIFICATION:

All Data, Entries, Requests 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 Data, Entry, Request 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. 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 are two (2) grand prizes (each a "Prize") available to be won, each consisting of the following: a) roundtrip economy airfare for two (2) individuals from the airport closest to the winner's residence (determined at Sponsor's sole discretion) which offers return flights from that airport to Honolulu, Hawaii (the "Destination Point"); (b) airport/hotel transfers upon arrival and departure at the Destination Point; (c) eight (8) nights' accommodations (based on one room, double occupancy) at 4-star hotel during travel itinerary in Hawaii (the "Hotel"); (d) 8 breakfasts per person included at the Hotel (e) a swag bag of BASF merchandise items (selected at Sponsor's sole and absolute discretion) valued at approximately CAD \$1500 (f) an excursion of the winners choosing (from Sponsor's excursions available for selection) in Hawaii valued up to CAD \$350 per person, to be selected at time of trip booking (g) out-of-country medical insurance (selected at Sponsor's sole discretion) at a rate of CAD \$75 per person; and (h) taxes and gratuities on included services. The approximate retail value of each Prize is CAD \$16,500, based on a hypothetical Calgary, Alberta departure point example. Actual retail value may vary depending on the time of travel. The winner will not be entitled to any difference between actual and approximate retail value of the Prize at any time. Prize portions may not be exactly as shown in Contest publicity or promotional materials.

Winner must be willing and able to travel during any of the following periods: December 1, 2023 to Dec 22, 2023; January 2, 2024 to June 25, 2024; or, September 5, 2024 to November 15, 2024. Exact travel dates and times are subject to Sponsor's discretion and flight and hotel availability. If a selected entrant and his/her guest are not available to travel on the specified dates, then the Sponsor may elect to deem them as having forfeited any rights to the Prize in entirety and a back-up entrant may be selected in the same manner by random draw taken from the same pool of eligible entries (and, if forfeited, the Sponsor is not obligated to offer any substitute prize in its place).

A valid major credit card may be required by either the declared winner or his or her guest for hotel check-in and any incidentals. Absolutely no changes to travel dates, passenger names or any other travel arrangements are permitted once the booking has been made and the declared winner has submitted the name of his/her guest and all related booking information.

The Sponsor recommends that the declared winner and his/her guest obtain accident and baggage insurance. Winner and his/her guest must travel together on the same itinerary and depart from the same location. Winner and his/her guest are responsible for ensuring that all required travel papers (identification, etc.) are in good order and are valid prior to and for the entire duration of the Prize trip. The Prize is subject to space availability and any terms and conditions imposed by the relevant hotel and airline.

The Prize must be accepted as awarded and is not transferable, assignable or convertible to cash (except as may be permitted by Sponsor). No substitutions are permitted except at Sponsor's option. Without limiting any of the foregoing, the following general conditions apply to each Prize: (i) all travel related to the trip must be completed on or by the date(s) specified by Sponsor in its sole and absolute discretion; (ii) the confirmed winner and his/her guest must: (a) have all necessary documentation to permit travel and participate in the Prize (including all required COVID-19 documentation (including, without limitation, any required proof of vaccine documentation, proof of valid vaccine exemption documentation, and/or proof of negative COVID-19 test documentation); and (b) must not have any legal barrier to travel to, and return from, the Destination Point; (iii) the costs of everything not specifically and expressly stated above as included in the Prize are the sole and absolute responsibility of the confirmed winner and his/her guest, including without limitation, any COVID-19 test expenses, travel insurance costs, costs for additional medical insurance above that provided as part of the Prize, gratuities on services not included, meals (other than included meals), beverages (including alcoholic beverages), in-flight meals and entertainment, upgrades, items of a personal nature or any optional tours or sightseeing, incidentals and any and all other expenses not specified in the description of the Prize; (iv) if the confirmed winner and his/her guest do not utilize any part(s) of the Prize for any reason, then any such part(s) not utilized may, in the sole and absolute discretion of the Sponsor, be forfeited in their entirety and, if forfeited, nothing will be substituted in their place; (v) Sponsor reserves the right at any time to: (a) place reasonable restrictions on the availability or use of the Prize or any component thereof; and (b) substitute the Prize or a component thereof for any reason with a prize or prize component(s) of equal or greater value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award (including without limitation if the fulfilment of the Prize, or any part thereof, is rendered impossible, infeasible, unsafe or impractical for any reason including without limitation due to any COVID-19 or other pandemic-related law, regulation, order, policy, guideline, strike, travel restriction, venue policy, restriction, or for any other reason) (all as determined by the Sponsor in its sole and absolute discretion); (vi) all travel arrangements relating to the Prize must be made through the Sponsor or its designated agents; (vii) by accepting the Prize, the confirmed winner and his/her guest agree to waive all recourse against the Released Parties if the Prize

or a component thereof does not prove satisfactory, either in whole or in part; (viii) neither Sponsor nor any of its prize suppliers will replace any lost or stolen tickets; (ix) the confirmed winner's guest must: (a) be a Canadian resident that has reached the legal age of majority in their province/territory of residence; and (b) sign and return the Sponsor's release (by the date indicated on the release form) indicating that he/she waives all recourse against the Released Parties relating to his/her participation in the Prize (including, without limitation, any travel related thereto); (x) all characteristics and features of the Prize (and of each Prize element), except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (xi) precise travel arrangements are subject to space and flight availability and shall be made at the Sponsor's sole and absolute discretion; (xii) certain blackout dates and further restrictions may apply; (xiii) the Released Parties will not be in any way responsible (and for greater certainty, are not obligated to offer any substitute prize) in the event that any part of the Prize is delayed, postponed, re-scheduled or cancelled for any reason whatsoever (including, without limitation, due to illness or health risks, or any governmental or health authority orders, measures, directives or guidance in response to such illness or risks, such as, without limitation, those that may be implemented to mitigate COVID-19 transmission, or due to any other cause of any kind or nature whatsoever); (xiv) the Sponsor reserves the right to change any of the Prize dates and/or Prize description at its sole and absolute discretion; and, (xv) by participating in the Prize, the winner and his/her guest each: (a) signifies that he/she understands, acknowledges and accepts that participation in the Prize may involve danger and/or exposure to risks and hazards (including without limitation as may be due to the inherent risks of travel and as may be due to possible COVID-19 exposure or infection), whether arising from foreseeable or unforeseeable human error and negligence, and that, as a result, he/she may suffer damage to personal property, serious personal injury, illness or even death; (b) signifies that he/she acknowledges and agrees that the Released Parties have not made any warranties, guarantees or representations about his/her safety while participating in the Prize; and (c) warrants and represents that he/she has evaluated the nature, scope, and extent of the risks involved, and freely and voluntarily agree and assume any and all risks of personal injury, illness, death arising out of or connected with his/her participation in the Prize.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the merchantability, quality or fitness of the 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 the 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:**

There will be one draw date during the week of November 13, 2023 (the "**Draw Date**") in Toronto, Ontario at approximately 2:00 p.m. MT. On the Draw Date, two (2) eligible entrants will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during Contest Period.

#### **9. 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: (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, his/her 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 his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement 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; (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 eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

The Sponsor will attempt to contact via phone the potential Prize winners (each, a "**Potential Winner**") for a period of five (5) business days following the Draw Date with three (3) separate attempts. If the Sponsor is not able to make contact and speak directly with a Potential Winner within the allotted time, then at the sole and absolute discretion of the Sponsor, that entrant may be disqualified, and his/her entitlement to receive the Prize may be forfeited and the Prize may be awarded to an alternate randomly-selected winner, in the Sponsor's sole discretion.

#### **10. 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.

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 Data, Entry, Request 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, and as applicable, Retailers at which an Eligible Purchase is made, storing, sharing and using the personal information submitted with his/her participation in the Contest (including without limitation, Data) 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.

# Sphaerex®

Fungicide

## **Always read and follow label directions.**

SPHAEREX® is a registered trademark of BASF, used under license by BASF Canada Inc. © 2023 BASF Canada Inc. SPHAEREX fungicide should be used in a preventative disease control program.