

# BASF Ag Rewards

## 2024 WESTERN GROWER PROGRAM

### Official Terms and Conditions

- Offer Period:** The 2024 Grower Rewards Program (Western Canada) (the "Offer") is administered by BASF Canada Inc. o/a BASF Canada ("BASF") and begins on October 1, 2023 at 7:00 a.m. Eastern Time ("ET") and ends on September 30, 2024 at 11:59 p.m. ET (the "Offer Period").
- Eligibility:** The Offer is open to Canadian growers who: (i) reside in British Columbia (Peace Region only), Alberta, Manitoba, or Saskatchewan; (ii) are the owner, operator or designated representative of a farm (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: During the Offer Period, BASF will grandfather in any valid and eligible buying group recognized by BASF prior to October 1, 2020 subject to BASF's sole and absolute discretion. BASF will only consider family relationships during the Offer Period if the family relationship is a direct family relationship: immediate family member (spouse, mother, stepmother, father, stepfather, grandparent, step grandparent, sister, half-sister, stepsister, brother, half-brother, stepbrother or children, stepchildren, grandchildren, step 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 Western Canadian retailer that consist of \$20,000 CAD or more (exclusive of fees and taxes, calculated using the Suggested Retail Price ("SRP"), of the following BASF products (the "BASF Product(s)"):
  - Inoculants:** All NODULATOR® brands.
  - Seed Treatments:** INSURE® CEREAL, INSURE CEREAL FX4, INSURE PULSE and TERAXXA® F4
  - Herbicides:** ALTITUDE FX® 3, ARMEZON®, BASAGRAN®, BASAGRAN FORTE, CENTURION®, CERTITUDE®, DISTINCT®, ENGENIA®, FACET® L, FRONTIER® MAX, HEAT® COMPLETE, HEAT LQ, HEAT WG, LIBERTY® 150 SN, ODYSSEY® NXT, ODYSSEY ULTRA NXT, ODYSSEY ULTRA Q, SMOULDER®, SOLO® ADV, SOLO ULTRA Q, VIPER® ADV, VORAXOR®, VORAXOR COMPLETE and ZIDUA® SC
  - Fungicides:** ACROBAT®, CANTUS®, CARAMBA®, CEVYA®, COTEGRA®, DYAX®, FORUM®, HEADLINE®, LANCE®, LANCE AG, NEXICOR®, PRIAXOR®, PRIAXOR DS, REVYPRO®, SERCADIS®, SPHAEREX®, TWINLINE® and VELTYMA®
  - Seed:** INVIGOR® HYBRID CANOLA
  - Insecticide:** CIMEGRA®, SEFINA® and TITAN®

For information on the SRP of the BASF Products listed in these Terms, please contact your authorized Western Canadian retailer. To confirm whether a retailer is an authorized retailer of BASF Products, please call us toll-free at 1-877-371-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 10 below) of \$150 CAD to qualify for the Offer.

- How to Qualify for an InVigor Reward:** To be eligible to earn an InVigor Reward (an "InVigor Reward"), an Eligible Participant must (i) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of InVigor hybrid canola; (ii) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of Liberty 150 SN herbicide; and (iii) once the 300 acres threshold of matching InVigor to Liberty 150 SN herbicide has been met, all subsequent InVigor acres must achieve a minimum ratio of 0.5:1 Liberty 150 SN herbicide acres to InVigor acres. For the avoidance of doubt, the minimum purchase threshold of three hundred (300) acres of InVigor hybrid canola and Liberty 150 SN herbicide will be included in determining whether the minimum 0.5:1 ratio of Liberty 150 SN acres to InVigor acres has been met. The percentage of the InVigor Reward that an Eligible Participant is eligible to receive off the SRP, exclusive of taxes, will be determined as follows:

	Qualifying Reward Product					
	Segment 1 Crop Establishment Solutions		Segment 2 Herbicide Solutions		Segment 3 Fungicide Solutions	Segment 4 Fungicide Solutions
	Teraxxa F4 and Insure Cereal seed treatment brands	Insure Pulse seed treatment, Nodulator inoculant brands and Cimegra and Titan insecticides	Heat brands, Smoulder and Voraxor brands	Armezon, Basagran Forte, Certitude, Distinct, Engenia, Facet L, Frontier Max, Odyssey brands, Solo brands, Viper ADV and Zidua SC	Cevya, Cotegra, Dyax, Priaxor, Revypro, Sercadis and Veltyma	Caramba, Forum, Nexicor, Sphaerex and Twinline
<b>InVigor Reward</b>	15%	10%	5%	5%	8%	8%

#### IMPORTANT NOTE REGARDING INVIGOR AND LIBERTY 150 SN HERBICIDE

In order for InVigor hybrid canola and Liberty 150 SN herbicide to qualify as BASF Product or for the InVigor Reward, 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 and Liberty 150 SN herbicide (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 150 SN herbicide is used contrary to the LTA.

To obtain information about the LTA, and to complete an LTA, Eligible Participants should call AgSolutions® Customer at 1-877-371-BASF (2273) or email [basf@basf-agolutions.ca](mailto:basf@basf-agolutions.ca). Signed LTA Forms must be promptly submitted by the Eligible Participant's authorized Western Canadian Retailer either by mail, fax or online via BASF's Secure Retail Website.

- 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 Western Canadian retailer) a minimum of three hundred (300) acres of qualifying reward products (each a "Qualifying Reward Product") in any two (2) or more of the four (4) BASF Segments (each, a "Segment") as set-out below. For the avoidance of any doubt: (i) there is a minimum purchase threshold of three hundred (300) acres 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:

	Qualifying Reward Product					
	Segment 1 Crop Establishment Solutions		Segment 2 Herbicide Solutions		Segment 3 Fungicide Solutions	Segment 4 Fungicide Solutions
	Teraxxa F4 and Insure Cereal seed treatments brands	Insure Pulse seed treatment, Nodulator inoculant brands and Cimegra and Titan insecticides	Heat brands, Smoulder and Voraxor brands	Armezon, Basagran Forte, Certitude, Distinct, Engenia, Facet L, Frontier Max, Odyssey brands, Solo brands, Viper ADV and Zidua SC	Cevya, Cotegra, Dyax, Lance brands*, Priaxor, RevyPro, Sercadis and Veltyma	Caramba, Forum, Nexicor, Sphaerex and Twinline
<b>(Minimum 300 acres per segment to qualify)</b>						
<b>Purchase from 3 Segments</b>	4%	4%	0%	9%	8%	8%
<b>Purchase from 2 Segments</b>	2%	2%	0%	5%	4%	4%

\* Purchases of Lance or Lance AG (collectively, the "Lance Brands") will be taken into account in the fulfillment of the three hundred (300) acre minimum purchase threshold for Segment 3; however, the Lance Brands are not Qualifying Reward Products in which the Eligible Participant will receive a Baseline Reward.

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
INSURE CEREAL FX4, INSURE CEREAL	INSURE CEREAL BRANDS
HEAT LQ, HEAT WG, HEAT COMPLETE	HEAT BRANDS
VORAXOR, VORAXOR COMPLETE	VORAXOR BRANDS
SOLO ADV, SOLO ULTRA Q	SOLO BRANDS
NODULATOR LQ, NODULATOR SCG, NODULATOR CP SCG, NODULATOR XL LQ, NODULATOR XL Peat, NODULATOR IP PLUS, NODULATOR DUO SCG	NODULATOR BRANDS
ODYSSEY ULTRA Q, ODYSSEY NXT, ODYSSEY ULTRA NXT	ODYSSEY BRANDS

By way of example only: If an Eligible Participant qualifies for the Offer in accordance with Section 3 and purchases 300 acres of Insure Cereal FX4 + 300 acres of Solo ADV + 100 acres of Lance + 200 acres of RevyPro, the Eligible Participant would be eligible for:

- a Baseline Reward of 4% on Insure Cereal FX4.
- a Baseline Reward of 9% on Solo ADV; and
- a Baseline Reward of 8% on RevyPro

#### IMPORTANT NOTE REGARDING SOLO BRANDS

In order for Solo Brands in the provinces of Alberta and Saskatchewan to qualify for an InVigor Reward, Baseline Reward and/or the Elite Reward, the Eligible Participant must register a minimum of three hundred (300) acres of **Clearfield®** lentils with a BASF Grower Representative, through **AgSolutions®** or at an authorized Western Canadian retailer. Acres are calculated based on recommended full label application rates and seeding rates for **Clearfield** lentils.

- How to Qualify for Liberty 150 Reward:** To be eligible to earn a Liberty 150 Reward (a "**Liberty Reward**"), an Eligible Participant must (i) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of InVigor hybrid canola; (ii) purchase (from an authorized Western Canadian retailer) a minimum of three hundred (300) acres of Liberty 150 SN herbicide; and (iii) once the 300 acres threshold of matching InVigor to Liberty 150 SN herbicide has been met, all subsequent Liberty 150 SN acres must achieve a 1:1 ratio of Liberty 150 SN herbicide acres to InVigor acres. An eligible participant is eligible to receive \$1/acre of Liberty 150 SN under the Liberty 150 Reward. An Eligible Participant is also eligible to earn an additional \$1/acre (amounting to a total of \$2/acre) if the Eligible Participant qualifies for a Liberty Reward in accordance with Section 6 and a Baseline Reward in accordance with Section 5.
- 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 5; and (iii) makes purchases during the Offer Period from an authorized Western Canadian retailer that consist of \$250,000 CAD or more (exclusive of fees and taxes) of BASF Products (listed in Section 3) is eligible to earn an additional reward related to all **Qualifying Reward Products** purchased by the Eligible Participant from an authorized Western Canadian retailer 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 **Qualifying Reward Products** purchases which qualify for the Elite Reward. The following are each an **Qualifying Reward product**:

	Qualifying Reward Product					
	Segment 1 Crop Establishment Solutions		Segment 2 Herbicide Solutions		Segment 3 Fungicide Solutions	Segment 4 Fungicide Solutions
	Teraxxa F4 and Insure Cereal brands seed treatments	Insure Pulse seed treatment, Nodulator inoculant brands and Cimegra and Titan insecticides	Heat brands, Smoulder and Voraxor Brands	Armezon, Basagran Forte, Certitude, Distinct, Engenia, Facet L, Frontier Max, Odyssey brands, Solo brands, Viper ADV and Zidua SC	Cevya, Cotegra, Dyax, Priaxor, Revypro, Sercadis and Veltyma	Caramba, Forum, Nexicor, Sphaerex and Twinline
<b>Elite Reward</b>	1%	1%	1%	1%	1%	1%

- How to Qualify for BASF Spud Protector Reward:** An Eligible Participant who purchases during the Offer Period (from an authorized Western Canadian retailer) at least: (i) 120 acres of Titan insecticide and (ii) 120 acres of Veltyma fungicide, Cimegra insecticide or Zidua SC herbicide or 120 acres of Veltyma, Cimegra or Zidua SC combined is eligible to earn an additional reward on Titan purchased by the Eligible Participant (from an authorized Western Canadian retailer) during the Offer Period (the "**BASF Spud Protector Reward**"). The value of the BASF Spud Protector Reward is calculated as 5% of the SRP (exclusive of fees and taxes) of Titan purchases which qualify for this reward.
- Reward Percentage Value and Bonus Reward Calculation:** BASF will determine the reward percentage value (the "**Reward Percentage Value**") and reward value (the "Reward Value") that an Eligible Participant is eligible to receive pursuant to these Terms. The Reward Percentage Values outlined in Sections 4,5,7 and 8 represent the percentage that BASF will use to calculate the amount of the InVigor Reward, Baseline Reward, Elite Reward and BASF Spud Protector Reward respectively (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 Reward Value set out in Section 6 represents the reward that BASF will use to calculate the amount of the Liberty Reward, exclusive of taxes, on each qualifying acre in accordance with Section 6 for the purchase of Liberty 150 SN herbicide (the "**Total Reward on Liberty**" and together with the Total Reward on Qualifying Reward Products, the "**Total Reward**").
- The calculation of Total Reward on Qualifying Reward Products will be based on SRP in Western Canada multiplied by the corresponding Reward Percentage Values for the applicable Qualifying Reward Products. Subject to the terms and conditions in Section 6, the calculation of Total Reward on Liberty will be based on the number of qualifying acres multiplied by the Reward Value. 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 Reward will be calculated on a per acre basis, using all Qualifying Reward Products, InVigor hybrid canola products and Liberty 150 SN 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 (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 any time 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.**

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

Qualifying Product	Application Rate <sup>†</sup>	Acres / Case
ACROBAT WP		80
ALTITUDE FX3		40
ARMEZON		160
BASAGRAN		20
BASAGRAN FORTE		29
CANTUS		160
CARAMBA		40
CENTURION		60
CERTITUDE		40
CEVYA		104
CIMEGRA		60
COTEGRA		80
DISTINCT		80
DYAX		120
ENGENIA		80
FACET L		160
FORUM		50
FRONTIER MAX		60
HEADLINE		80

Qualifying Product	Application Rate <sup>†</sup>	Acres / Case
HEAT WG		640
HEAT COMPLETE		80
HEAT LQ		80
INSURE CEREAL		140
INSURE CEREAL FX4		140
INSURE PULSE		140
INVIGOR HYBRID CANOLA	10 acres	-
LANCE		40
LANCE AG		50
LIBERTY 150 SN		20
NEXICOR		80
NODULATOR CP SCG		10
NODULATOR DUO SCG		15
NODULATOR LQ		20 (in furrow)
NODULATOR IP PLUS		140
NODULATOR SCG		10
NODULATOR XL LQ		150
NODULATOR XL PEAT		60
ODYSSEY NXT		80

Qualifying Product	Application Rate <sup>†</sup>	Acres / Case
ODYSSEY ULTRA NXT		40
ODYSSEY ULTRA Q		40
PRIAXOR/ PRIAXOR DS		160
REVPYPRO		40
SEFINA		80
SERCADIS		20
SMOULDER		80
SOLO ADV		40
SOLO ULTRA Q		40
SPHAEREX		80
TERAXXA F4		140
TITAN		44
TWINLINE		80
VELTYMA		80
VIPER ADV		40
VORAXOR/VORAXOR COMPLETE		80
ZIDUA SC		80

<sup>†</sup> Seeding rate varies depending on variety and are subject to change, please visit [agsolutions.ca](https://www.agsolutions.ca) for updates.

12. **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 14b), Qualifying Reward Products/BASF 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.
13. **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.
14. **Additional Conditions:**
  - a. This Offer does not apply to any Qualifying Reward Products and/or BASF Products that are returned for any reason whatsoever or any Qualifying Reward Products and/or BASF Products purchased for resale.
  - b. 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, 2024** in order for such Data to be eligible for the purposes of this Offer.
  - c. If an Eligible Participant who has earned a Total Reward pursuant to this Offer returns any Qualifying Reward Products or BASF Products to a retailer after September 30, 2024, 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).
15. **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 in its sole and absolute discretion. The Total Reward must be accepted as awarded and is not transferable or assignable. No substitutions are permitted, except at BASF's option. Without limiting the generality of the foregoing, 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.
16. This Offer is subject to all applicable federal, provincial and municipal laws and 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.
17. BASF Canada Inc. o/a BASF Canada, its parent companies, associated and affiliated companies, agents, 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 in any way related directly or indirectly to the Offer or these Terms; (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 or Total Reward recipient of any nature or amount and/or (v) any combination of the above.
18. 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.
19. 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.
20. 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.
21. 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).
22. 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.
23. 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.
24. 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, managing, fulfilling and improving the Offer and in accordance with BASF's privacy policy (<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 to BASF or others in relation to the collection, use and/or disclosure of their personal information.
25. 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 AND ABSOLUTE DISCRETION OF BASF.**
26. 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.
27. 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.

**AgSolutions**, ACROBAT, ALTITUDE FX, ARMEZON, BASAGRAN, CANTUS, CARAMBA, CERTITUDE, CEVYA, CIMEGRA, Clearfield, the unique Clearfield symbol, COTEGRA, DISTINCT, DYAX, ENGENIA, FACET, FORUM, FRONTIER, HEADLINE, HEAT, INSURE, INVIGOR, LANCE, LIBERTY, NEXICOR, NODULATOR, ODYSSEY, PRIAXOR, REVYPRO, SEFINA, SERCADIS, SMOULDER, SOLO, SPHAEREX, TERAXXA, TITAN, TWINLINE, VELTYMA, VIPER, VORAXOR and ZIDUA are registered trademarks of BASF; all used under license by BASF Canada Inc. INSURE CEREAL, INSURE CEREAL FX4, INSURE PULSE, and/or TERAXXA F4 seed treatments, and ACROBAT, CANTUS, CARAMBA, CEVYA, COTEGRA, DYAX, FORUM, HEADLINE, LANCE, LANCE AG, NEXICOR, PRIAXOR, PRIAXOR DS, REVYPRO, SERCADIS, SPHAEREX, TWINLINE, and/or VELTYMA fungicides should be used in a preventative disease control program. ALTITUDE FX 3 can only be used on wheat varieties with the Clearfield trait. © 2023 BASF Canada Inc.

CENTURION is a registered trade-mark of Arysta LifeScience Group Company.