PULSEPACKOFFER

Now bigger than ever - earn up to \$4/acre.

Dyax®
Xemium® Fungicid

Solo° Herbicide Heat Complete
Powered by Kixor Herbicide

Viper® ADV

Nodulator Duo SCG

Biostacked® solid core granular pea and lentil Inoculant

Voraxor Complete

Odyssey*

Zidua SC

RevyPro*

Getting more for your money is always a good idea.

The Pulse Pack Offer allows you to receive \$2 per matching acre on Dyax® fungicide, if you purchase a minimum 120 acres of Dyax and/or RevyPro® fungicide[†], with at least 120 acres of qualifying BASF herbicides [Solo® brands, Odyssey® brands, Viper® ADV, Voraxor® Complete, Zidua® SC (fall-applied)* or Heat® Complete].

New for 2024 – you may earn an additional reward of \$2/acre if you purchase Nodulator® Duo SCG along with above qualifying products.

† RevyPro fungicide will count towards minimum 120 acres requirement of Dyax fungicide but will not be rewarded.

PURCHASE

120
ACRES MIN.

+

DYAX AND/OR REVYPRO
120
ACRES MIN.

EARN

\$ /ACRE REBATE ON DYAX

PURCHASE



+ 120
ACRES MIN.

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EARN

\$ /ACRE REBATE ON NODULATOR DUO SCG

\$ /ACRE REBATE ON DYAX

The per acre savings you receive via the Pulse Pack Offer is in addition to any potential rewards you are eligible to receive through the 2024 BASF Ag Rewards Program.

* NOTE: Fall-applied Zidua SC refers to the quantity of Zidua SC purchased and applied between October 1, 2023 to December 31, 2023

Take in all the benefits.

Dyax is a premium pulse fungicide designed for peas and lentils with increased levels of Xemium® for improved disease control. Nodulator Duo SCG inoculant helps you start your season better than ever while maximizing your earnings.

For more information, call **AgSolutions**[®] Customer Care at 1-877-371-BASF (2273) or contact your **AgSolutions** Grower Representative.

CROPS:
PEAS AND
LENTILS

ACTIVE INGREDIENTS:
GROUP 11 AND 7





2024 Pulse Pack Offer

Terms and Conditions

- 1. **Offer Period:** The 2024 Pulse Pack Offer (the "**Offer**") is administered by 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**").
- 2. **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 or territory of residence (each, an "**Eligible Participant**"). Employees of BASF's advertising agencies and those residing with them (whether related or not) are not eligible to participate in this Offer. These 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 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, father, step father, grandparent, step grandparent, sister, half-sister, step sister, brother, half-brother, step brother or children, step children, grandchildren and step grandchildren).

- 3. **How to Qualify for a Rebate:** To qualify for the Offer and be eligible to receive a Rebate (as defined below), an Eligible Participant must:
 - a. Comply with all of the terms and conditions set forth in these Terms (as determined by BASF in its sole and absolute discretion);
 - b. Qualify for any reward under BASF Ag Rewards 2024 Western Grower Program (the "2024 Grower Program"). Visit agsolutions.ca/rewards for the terms and conditions and rewards under the 2024 Grower Program;
 - c. During the Offer Period, make a purchase or purchases (from an authorized Canadian retailer) that consists of: (i) any combination of Dyax® fungicide and/or RevyPro® fungicide (collectively the "Qualifying BASF Fungicides" and each a "Qualifying BASF Fungicide") to a minimum of 120 acres; AND (ii) any combination of qualifying BASF IMI herbicides (listed in the table below, collectively the "Qualifying BASF IMI Herbicides") and/or Pre-seed herbicides (listed in the table below, collectively the "Qualifying BASF Herbicides" and together with the Qualifying BASF IMI Herbicides, the "Qualifying BASF Herbicides") to a minimum of 120 acres.

The following acre conversion rates for Qualifying BASF Fungicides, Qualifying BASF Pre-seed Herbicides and Qualifying BASF IMI Herbicides will be used for the purposes of this Offer:

Qualifying Fungicides	Acres/Case			
DYAX	120 Acres			
REVYPRO	40 Acres			

+

Qualifying Pre-seed Herbicides	Acres/Case
HEAT® COMPLETE	80 Acres
VORAXOR® COMPLETE	80 Acres
ZIDUA® SC*	110 Acres

Qualifying BASF IMI Herbicides	Acres/Case			
SOLO® Brands	40 Acres			
ODYSSEY® Brands	40 Acres			
VIPER® ADV	40 Acres			

^{*} IMPORTANT NOTE REGARDING Zidua SC: Only Fall-applied Zidua SC qualifies for the Offer Rebates. Fall-applied Zidua SC refers to the quantity of Zidua SC purchased and applied between October 1, 2023 to December 31, 2023.

4. **Rebate Calculation:** If the Eligible Participant satisfies all the foregoing conditions in Section 4 of these Terms, the Eligible Participant qualifies for a \$2/acre rebate (the "**Rebate**") for each matching acre of Dyax with any combination of Qualifying BASF Herbicides (the "**Rebate Qualifying Matching Acres**"). Purchase(s) of RevyPro by the Eligible Participant will count towards the 120 minimum acres qualification for Qualifying BASF Fungicides, but do not qualify to receive the Rebate. The Rebate will be calculated on a per Rebate Qualifying Matching Acre basis, using all Qualifying BASF Fungicides and Qualifying BASF Herbicides purchased, including partial cases.

By way of example only:

Example	Qualifying BASF Herbicides Acres	Qualifying SF Herbicides Acres BASF Fungicide: Dyax Acres		Qualifying Matching Acres	Rebate Amount
1	360 acres of SOLO ADV	360 Acres	0 Acres	360 Acres	\$720
2	60 acres of SOLO ADV AND 60 acres of Zidua SC(Fall applied)	70 Acres	70 Acres	70 Acres	\$140
3	300 acres of Heat Complete	60 Acres	0 Acres	0 Acres	\$0

In Example 2, RevyPro is counted towards the 120 minimum acre qualification for Qualifying BASF Fungicides. However, only the acres of Dyax qualify to receive the Rebate and are included in the calculation.

- 5. **How to Qualify for an Additional Rebate:** To Qualify for an Additional Rebate (as defined below), an Eligible Participant must:
 - a. Comply with all of the terms and conditions set forth in these Terms (as determined by BASF in its sole and absolute discretion);
 - b. Qualify for any reward under the 2024 Grower Program; and
 - c. During the Offer Period, make a purchase or purchases (from an authorized Canadian retailer) that consists of: (i) any combination of the Qualifying BASF Fungicides to a minimum of 120 acres; AND (ii) any combination of Qualifying BASF Herbicides to a minimum of 120 acres; AND (iii) a minimum of 120 acres of Nodulator Duo SCG (the "Qualifying BASF Inoculant" and together with the Qualifying BASF Fungicides and Qualifying BASF Herbicides, the "Qualifying Products").

The following acre conversion rate for the Qualifying BASF Inoculant will be used for the purposes of this Offer:

Qualifying BASF Inoculant	Acres/ 22.68 Kg Bag				
NODULATOR® DUO SCG	15 Acres				

For the avoidance of doubt, the conversion rates for the Qualifying BASF Fungicides, Qualifying BASF Pre-seed Herbicides and Qualifying BASF IMI Herbicides set out in Section 4 of these Terms will be used for the purposes of the Additional Rebate.

6. Additional Rebate Calculation: If the Eligible Participant satisfies all the foregoing conditions in Section 5 of these Terms, the Eligible Participant will receive an additional \$2/acre rebate (the "Additional Rebate" and together with the Rebate, the "Offer Rebates" and each an "Offer Rebate") for every matching acre of the Qualifying BASF Inoculant with: (i) any combination of the Qualifying Fungicides to a minimum of 120 acres; and (ii) any combination of the Qualifying BASF Herbicides to a minimum of 120 acres (the "Additional Rebate Qualifying Matching Acres"). The Additional Rebate will be calculated on a per Additional Rebate Qualifying Matching Acre basis, using all Qualifying Products purchased, including partial cases.

By way of example only:

Example	Qualifying Herbicides Acres	Qualifying BASF Fungicide: Dyax Acres	Qualifying BASF Fungicide RevyPro Acres	Qualifying BASF Inoculant	Qualifying Matching Acres for Rebate	Qualifying Matching Acres for Additional Rebate	Rebate Amount	Additional Rebate amount	Total Rebate Amount
1	360 acres of SOLO ADV	360 Acres	0 Acre	200 Acres	360 Acres	200 Acres	\$720	\$400	\$1,120
2	60 acres of SOLO ADV AND 60 acres of Zidua SC (Fall applied)	70 Acres	50 Acres	120 Acres	70 Acres	120 Acres	\$140	\$240	\$380
3	300 acres of Heat Complete	60 Acres	0 Acres	120 Acres	0 Acres	0 Acres	\$0	\$0	\$0
4	200 acres of VORAXOR COMPLETE	300 Acres	200 Acres	100 Acres	200 Acres	0 Acres	\$400	\$0	\$400
5	200 acres of Odyssey Brands	0 Acre	0 Acre	300 Acres	0 Acres	0 Acres	\$0	\$0	\$0

In Example 2, the 50 acres of RevyPro is counted towards the 120 minimum acre qualification of Qualifying BASF Fungicides but is not included in the Rebate calculation. Only the 70 acres of Dyax qualifies for the Rebate. For the Additional Rebate, the Grower meets the minimum 120 minimum acre qualification for Qualifying BASF Fungicides, Qualifying BASF Herbicides and the Qualifying BASF Inoculant. There is 120 matching acres of Qualifying BASF Fungicides, Qualifying BASF Herbicides and the Qualifying BASF Inoculant. Therefore, the Grower qualifies for an Additional Rebate.

In Example 3, the 60 acres of Dyax is less than the 120 minimum acre requirement for BASF Qualifying Fungicides and therefore, the Grower does not qualify for any Rebate.

In Example 4, the Grower qualifies for the Rebate. However, the 100 acres of Nodulator Duo is less than the 120 minimum acre requirement for BASF Qualifying Inoculant. Therefore, the Grower does not qualify for any Additional Rebate.

In Example 5, the Grower did not purchase any Qualifying BASF Fungicide and therefore, does not qualify for any Rebate or Additional Rebate.

7. Additional Conditions:

- a) This Offer does not apply to any products returned for any reason whatsoever or for any 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.
- If an Eligible Participant who has earned an Offer Rebate pursuant to this Offer returns any of the eligible Offer products to a retailer after September 30, 2024 then the Eligible Participant shall be required to return or repay the value of the Offer Rebate (or the applicable portion of the Offer Rebate) 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 Offer Rebate(s).
- d) Any of the Qualifying Products purchased as part of any other BASF grower programs and/or offers, are not eligible for any additional Rebate(s) as part of this Offer unless otherwise specified herein. For the avoidance of doubt, any of the Qualifying Products purchased as part of the 2024 Grower Program, are eligible for the Rebate and Additional Rebate under this Offer.
- e) For information on the SRP of the Qualifying Products listed in these Terms, please contact your authorized Canadian retailer.

- 8. General Conditions: Please allow a minimum of eight (8) weeks for the Offer Rebate(s) 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 Offer Rebate(s) must be accepted as awarded and is not transferable or assignable. No substitutions, 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 Offer Rebate or a component thereof with a rebate of equal or greater retail value
- This Offer is subject to all applicable federal, provincial and municipal laws. 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.
- 10. BASF Canada Inc. o/a BASF Canada, its parent companies, associated and affiliated companies, 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 a Rebate recipient or Eligible Participant; and/or (v) any combination of the above.
- 11. 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 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.
- 12. BASF reserves the right, in its sole and absolute discretion, to require that an Eligible Participant sign BASF's form of declaration and release form prior to being confirmed as the recipient of the Offer Rebate(s).
- 13. By participating in this Offer and accepting the Offer Rebate(s), each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Offer Rebate(s) (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 Rebate or any portion thereof.
- 14. If an Eligible Participant who is eligible to receive the Offer Rebate(s) 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 Offer Rebate(s)).
- 15. 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.
- 16. 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.
- 17. By participating in this Offer, each Eligible Participant expressly consents to BASF, its agents and/or representatives, storing, sharing and using any personal information submitted for the purpose of administering the Offer and in accordance with BASF's privacy policy (https://www.basf.com/ca/en/tools/legal/dataprotection.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.
- 18. 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.
- 19. 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.

- 20. 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.
- 21. 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.