



We create chemistry

BASF Early-Season Ingredients 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 Early-Season Ingredients Contest (the “**Contest**”) is sponsored by BASF Canada Inc. o/a BASF Canada (“**BASF**” or “**Sponsor**”). The Contest begins on November 10, 2023 at 8:00 a.m. Mountain Time (“**MT**”) and ends on May 1, 2024, at 11:59 p.m. MT (the “**Contest Period**”).

The Contest Period will consist of three (3) entry periods (each, an “**Entry Period**”) as outlined in the following table:

Entry Period	Open Date/Time	Close Date/Time	Draw Date/Time
1	November 10, 2023, at 8:00 a.m. MT	January 1, 2024, at 11:59 p.m. MT	January 31, 2024, at 2:00 p.m. MT
2	January 2, 2024, at 12:00 a.m. MT	March 1, 2024, at 11:59 p.m. MT	March 31, 2024, at 2:00 p.m. MT
3	March 2, 2024, at 12:00 a.m. MT	May 1, 2024, at 11:59 p.m. MT	May 31, 2024, at 2:00 p.m. MT

2. ELIGIBILITY:

The Contest is open only to residents of Alberta (including the Peace Region of British Columbia), Manitoba, or Saskatchewan (each, a “**BASF Region**”) who: (i) have reached the legal age of majority in their province of residence; and, (ii) are either: (a) an employee, owner, operator, manager, or designated representative of an eligible retailer of BASF products in a BASF Region (to be eligible, a retailer must not be owned by BASF or a BASF affiliate), at the time of entry and at the time that prizes are awarded, and permitted to accept promotional items from BASF (an “**Eligible Retailer**”); or (b) the owner, operator or designated representative of a farm within the BASF Region and meet the criteria of a Grower (as defined below) (an “**Eligible Grower**”). Eligible Retailers and Eligible Growers shall be collectively referred to as “**Eligible Participants**”. Employees, representatives, or agents (and those with whom such persons are domiciled, whether related or not) of the 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**”) are not eligible to enter the Contest.

A “**Grower**” is:

- (i) an individual actively engaged in producing a crop on land in the BASF Region owned by or leased to such individual for that purpose; or
- (ii) an owner, operator or designated representative of a corporation actively engaged in producing a crop on land in the BASF Region owned by or leased to such corporation for that purpose; or
- (iii) a Partner (defined below) of a partnership (a “**Partnership**”) where the Partnership is a demonstrably distinct farming operation in the BASF Region:
 - comprised of only those members of the Partnership (“**Partners**”) engaged in producing a crop on land, or with assets or equipment, that is owned by the Partnership or contributed by the Partners; and
 - distributes all or a portion of revenue, if any, from such crop among Partners.

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. During the Contest Period, visit agsolutions.ca/EarlySeasonIngredients (the “**Website**”) and follow the on-screen instructions to fully complete and submit, with all required information, the official Contest entry form (the “**Entry Form**”) which will include a requirement to: (i) enter your full name, valid email address, farm or business name (if applicable) and address (ii) upload one (1) unique and original canola, cereals, soybeans or lentils recipe that you have created and that meets all Criteria set out

below (a “**Recipe**”); (iii) briefly describe the story behind your Recipe (for example, if the Recipe was passed down from a family member) (a “**Story**”); and, (iv) signify your agreement to be bound by these Rules. Upon completing all of the foregoing steps to enter the Contest during the Contest Period (in accordance with these Rules and all Website instructions provided, as determined by the Sponsor in its sole discretion), you will be eligible to earn (1) entry (an “**Entry**”) in the Contest.

To be eligible in the Contest, a Recipe must (the following requirements are collectively the “**Criteria**”):

- (i) be a unique and original Recipe.
- (ii) be written in English.
- (iii) have a Story, as set out above.
- (iv) have a minimum of five (5) ingredients.
- (v) set out the measured amount of ingredients (including can and package sizes, as applicable).
- (vi) set out the measurements of pans and dish sizes, as applicable.
- (vii) include step by step instructions to make the Recipe.
- (viii) set out the required preparation, temperature settings and cook time; and,
- (ix) identify the number of servings (yield) and serving size.

Without limiting any of the foregoing, to be eligible, all content and materials associated with your Entry (regardless of the method of entry) (collectively, the “**Entry Materials**”) must: (i) be submitted and received in accordance with these Rules during the Contest Period; (ii) include all required components and materials noted above; and, (iii) be in accordance with these Rules, including, but not limited to, the Criteria and specific Participation Requirements listed below (all as determined by the Sponsor in its sole and absolute discretion).

IMPORTANT NOTE: Only Recipes that are in accordance with all requirements of these Rules (including, without limitation, that comply with the Criteria and all Participation Requirements) will be eligible for an Entry. For greater certainty and the avoidance of any doubt, eligible participants who submit a Recipe that does not comply with the Criteria and/or the Participation Requirements will not be eligible to receive an Entry in the Contest, will be subject to disqualification and will not be eligible for the chance to win a Prize (all as determined by the Sponsor in its sole and absolute discretion).

5. ENTRY LIMIT & CONDITIONS:

There is a limit of one (1) Entry (and for certainty, a limit of one (1) Recipe may be submitted) per person. 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) exceed any of the limits stated in these Rules; (ii) use multiple names, identities, e-mail addresses, and/or use any automated, macro, script, robotic or other system(s) or program(s) to enter or otherwise participate in or to disrupt the Contest; and/or (iii) disrupt or participate in the Contest in any other fraudulent or misleading way, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. The Contest Parties and each of their respective agents, employees, directors, officers, 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 Entry Forms, Recipes, Stories, photos, Entries, Entry Materials and/or any other Contest-related information (collectively, “**Contest-Related Information**”), all of which are void.

An Entry may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Entry (including, but not limited to, any associated Entry Materials) is not submitted and received in accordance with these Rules during the Contest Period; and/or (ii) the Entry Materials accompanying the Entry are not in compliance with these Rules (including, but not limited to, the specific Participation Requirements listed below) (all as determined by the Sponsor in its sole and absolute discretion).

6. VERIFICATION:

All Eligible Participants and Contest-related Information 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 Contest-related Information 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. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any entrant has attempted to participate by any means not expressly sanctioned by these Rules or disrupt this Contest, then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Any violation or attempted violation of any applicable laws, regulations and/or guidelines shall result in immediate disqualification from the Contest. 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. PARTICIPATION REQUIREMENTS:

BY PARTICIPATING IN THIS CONTEST, YOU AGREE TO RELEASE THE RELEASED PARTIES FROM ANY AND ALL LIABILITY IN CONNECTION WITH THE CONTEST AND YOUR PARTICIPATION THEREIN AND TO INDEMNIFY THE RELEASED PARTIES AGAINST ANY AND ALL CLAIMS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES ARISING FROM YOUR PARTICIPATION IN THE CONTEST. BY PARTICIPATING IN THIS CONTEST, YOU ALSO AGREE THAT YOUR ENTRY (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR ENTRY (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE ENTRY MATERIALS); (II) PARTICIPATION IN ANY CONTEST-RELATED ACTIVITIES; (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION; AND/OR (IV) IF DECLARED A WINNER,

THE PRIZE (INCLUDING ANY USE OR MISUSE OF THE PRIZE). THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES AND/OR THE APPLICABLE SOCIAL PLATFORM RULES (AS APPLICABLE). THIS RELEASE AND INDEMNITY SHALL CONTINUE IN FORCE FOLLOWING THE TERMINATION OF THE CONTEST AND/OR AWARDING OF ANY PRIZE.

By participating in the Contest, each entrant hereby warrants and represents that any Entry Materials they submit:

- i. is/are original to them and that the entrant fully owns all necessary rights in and to the Entry Materials for the purposes of entering such Entry Materials in the Contest;
- ii. does not violate any law, statute, ordinance or regulation;
- iii. does not contain any reference to or likeness of any identifiable third parties, unless consent has been obtained from all such individuals and their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;
- iv. will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- v. is/are not defamatory, trade libelous, pornographic or obscene, and further that it will not contain, depict, include, discuss or involve, without limitation, any of the following: nudity; alcohol/drug consumption or smoking; explicit or graphic sexual activity, or sexual innuendo; crude, vulgar or offensive language and/or symbols; derogatory characterizations of any ethnic, racial, sexual, religious or other groups (including, without limitation, any competitors of the Sponsor); that endorses, condones and/or discusses any illegal, inappropriate or risky behaviour or conduct; personal information of individuals, including, without limitation, names, telephone numbers and addresses (physical or electronic); commercial messages, comparisons or solicitations for products or services other than products of the Sponsor; any identifiable third party products, trade-marks, brands and/or logos, other than those of the Sponsor; conduct or other activities in violation of these Rules; and/or any other materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “**Reviewer**”) reserves the right to screen all Entry Materials. Any Entry Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification. The Reviewer reserves the right, in its sole and absolute discretion at any time and for any reason, to remove any Entry Materials (or any part thereof) and/or to request an entrant to modify, edit and/or re-submit their Entry Materials (or any part thereof) in order to ensure that the Entry Materials comply with these Rules, or for any other reason. If such an action is necessary at any point during or after the Contest, then the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Entry Materials (and therefore the corresponding Entry and/or the associated entrant) – to help ensure that the Contest is being conducted in accordance with the letter and spirit of these Rules.

8. LICENSE:

By entering the Contest, each entrant: (i) grants to the Sponsor, in perpetuity, a worldwide, non-exclusive, royalty-free, irrevocable license to publish, display, reproduce, modify, edit, make available, communicate to the public by telecommunication and otherwise use and exploit their Entry Materials (and each component thereof – including without limitation, their Recipe), in whole or in part, for advertising or promoting the Contest or for any other reason in any type of media; (ii) waives all moral rights in and to their Entry Materials (and each component thereof – including without limitation, their Recipe) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Entry Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of their Entry Materials (or any component thereof – including without limitation, their Recipe), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement or any other intellectual property related or other cause of action whatsoever.

9. THE PRIZES:

There are three (3) prizes (each, a “**Prize**”) available at the start of the Contest, each consisting of a wood pellet/electric outdoor grill with an approximate retail value (“**ARV**”) of \$500 CAD each. The total number of Prizes available in the Contest will decrease as Prizes are claimed in accordance with these Rules.

The approximate retail value of each Prize noted above is current as of the date that these Rules were prepared. Under no circumstances whatsoever will any difference between the actual retail value of a Prize as at the time of fulfillment or otherwise and the approximate retail value of a Prize as noted above be awarded. Each Prize must be accepted as awarded and must be received as is. Each Prize is not transferable, assignable, or convertible to cash. No substitutions are permitted except at Sponsor’s option. All characteristics and features of each Prize, except as otherwise explicitly stated above, are at the Sponsor’s sole and absolute discretion. Manufacturer’s standard warranty, if any, applies to each Prize. Each Prize winner is solely responsible for all costs not expressly described herein. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Prize or a component thereof with a prize of equal or greater retail value, without liability. Each Prize winner is solely responsible for reading and following all instructions, directions for use and warnings that may be associated with each component of the applicable Prize (including, without limitation, as provided on a product label). **Limit of one (1) Prize per Eligible Participant.**

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Prize awarded in connection with the Contest. To the fullest extent permitted by applicable law, the 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.

10. ELIGIBLE WINNER SELECTION PROCESS:

On each of the draw dates listed in the table in Rule 1 above (each, a “**Draw Date**”) in Calgary, Alberta, one (1) Entry will be selected by random draw from among all eligible Entries submitted and received in accordance with these Rules during the applicable Entry Period to determine the potential Prize winner (and, for greater certainty, all unselected Entries in a random draw will carry over into any subsequent random draw(s)), as determined by the Sponsor at its sole discretion. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the applicable Entry Period.

11. ELIGIBLE WINNER NOTIFICATION PROCESS:

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact the potential winners within five (5) business days of each Draw Date via email. A potential winner is solely responsible for ensuring he/she is able to receive such notification messages, monitoring for such notification messages and following all instructions contained in such notification messages, failing which, he/she may be disqualified (as determined by the Sponsor at its sole discretion).

12. ELIGIBLE WINNER CONFIRMATION PROCESS:

NO ONE IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THEM AS A WINNER IN ACCORDANCE WITH THESE RULES. BEFORE BEING DECLARED AS A CONFIRMED PRIZE WINNER, each eligible winner of a Prize 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 the timeline specified by the Sponsor, the Sponsor’s declaration and release form, which (among other things): (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the applicable 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, firm or retailer name (as applicable), 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 the eligible winner will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to randomly select an alternate potential Prize winner from among the remaining eligible Entries in accordance with the procedures outlined in Rule 10 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

NOTE: Each winner will be invited by the Sponsor to participate in a photograph opportunity (however, for certainty, is not required to participate in such photo op). If a winner participates in the photo op, the winner hereby: (i) understands and agrees that the Sponsor shall own all rights in and to the photograph(s) taken (and any materials created by Sponsor which include the photograph(s) taken); and (ii) agrees to the publication, reproduction and/or other use, worldwide in perpetuity, of his/her photograph, name, firm or retailer name (as applicable), jurisdiction of residence and any 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.

13. 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 the Website and/or any other 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 Contest-related Information 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 foregoing, 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, storing, sharing and using the personal information submitted in the Contest 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.

Always read and follow label directions.

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