

# Seed for Success Quiz 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 Seed for Success Quiz 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	December 10, 2023 at 11:59 p.m. MT	December 15, 2023 at 2:00 p.m. MT
2	December 11, 2023 at 12:00 a.m. MT	February 11, 2023 at 11:59 p.m. MT	February 15, 2023 at 2:00 p.m. MT
3	February 12, 2023 at 12:00 a.m. MT	May 1, 2024 at 11:59 p.m. MT	May 15, 2023 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 accepted 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/SeedForSuccess](https://agsolutions.ca/SeedForSuccess) (the “**Website**”) and follow the on-screen instructions to: (i) fully complete, with all correct answers, and submit the official Contest quiz presented on the Website (the “**Quiz**”); and, (ii) upon submitting your fully completed Quiz, fully complete and submit, with all required information, the official Contest entry form (the “**Entry Form**”) which may include a requirement to identify whether you are an Eligible Retailer or Eligible Grower, enter your full name, business name, valid email address and full mailing address, and 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. For certainty, only

Quizzes completed with correct answers are eligible in the Contest; the Website will notify participants if an incorrect answer is provided and may present a “hint” available by hyperlink to assist the participant in determining the applicable correct answer.

To be eligible, your Entry must be submitted and received in accordance with these Rules (for certainty, you must complete and submit the Entry Form and Quiz during the Contest Period), as determined by the Sponsor in its sole and absolute discretion. 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 Entries, Entry Forms, Quizzes and/or any other Contest-related information, all of which is void (collectively, “**Contest-related Information**”).

#### **5. ENTRY LIMIT:**

Limit of one (1) Entry (and for certainty, one (1) Quiz submission) per Eligible Participant. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any Eligible Participant has attempted to 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 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. THE PRIZES:**

There are three (3) prizes (each, a “**Prize**”) available at the start of the Contest, each consisting of an “outdoor family bundle” including: (i) a smokeless tabletop firepit; (ii) a hammock; and, (iii) an axe throwing set; with an approximate retail value (“**ARV**”) of \$420 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. Without limiting any of the foregoing, by accepting the Prize, each confirmed winner agrees to release 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 (including, without limitation, any property damage, personal injury and/or death that may occur in connection with any acceptance, use or misuse of the Prize or any portion thereof).

#### **8. ELIGIBLE WINNER SELECTION PROCESS, NOTIFICATION PROCESS AND ODDS OF WINNING:**

On each of the draw dates listed in the table in Rule 1 above (each, a “**Draw Date**”) in Toronto, Ontario, 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.

The Sponsor or its designated representative will make a minimum of three (3) attempts to contact each potential winner by email and/or phone within five (5) business days of the applicable Draw Date. If a potential winner cannot be contacted within such time, or if there is a return of any notification as undeliverable; then he/she may, in the sole and absolute discretion of the Sponsor, be disqualified (and, if disqualified, will forfeit all rights to his/her 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 submitted and received in accordance with these Rules for the applicable Entry Period in which case the foregoing provisions of this section shall apply to such newly selected potential winner).

## 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 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 he/she 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 8 (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

## 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 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.**