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Terms & Conditions

ROOM GIVEAWAYS

Giveaway is available only while supplies last to attendees of the 2020 Farm Progress Show, age 18+, who complete at least one activity in all four rooms by the end of the Farm Progress Show. Must claim by 9/17/2020. Maximum of one giveaway kit per person. Giveaway kit contains 1 tool bag, 1 compact tool kit, 1 notebook and 1 flashlight. Limited number available. Void where prohibited. ARV of kit: \$23.00. Restrictions may apply. Sponsor reserves the right to extend, modify or discontinue this giveaway at any time, without notice. Sponsor: Monsanto Company, a member of the Bayer Group, 800 N. Lindbergh Blvd., St. Louis, MO 63167.

2020 BAYER FARM PROGRESS SWEEPSTAKES OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. Sweepstakes Entry Period.** The "Sweepstakes Entry Period" begins at 12:00:01 A.M. CDT on September 8, 2020 and ends at 11:59:59 P.M. CDT on September 17, 2020.
- 2. Eligibility.** The 2020 Bayer Farm Progress Sweepstakes ("Sweepstakes") is open only to legal U.S. residents residing in one of the 48 contiguous continental United States, excluding Rhode Island and the District of Columbia, who are at least: (a) 18 years of age or (b) the age of majority in their state of residence, if higher than 18, at the time of entry. Void in Alaska, Hawaii, Rhode Island, Puerto Rico, the U.S. Virgin Islands, U.S. military installations in foreign countries and where prohibited or restricted by law. Employees, officers, directors, members, managers, agents and representatives and their immediate families or members of their household (i.e., spouse, partner, parents, children, siblings, legal guardians, in-laws, grandparents and grandchildren, regardless of where they live) of Monsanto Company, a member of the Bayer Group, 800 N. Lindbergh Blvd., St. Louis, MO 63167 ("Sponsor"), or its partners, affiliates, subsidiaries, parent companies, divisions and advertising, promotion, public relations agencies, are not eligible to enter or win.
- 3. How to Enter.** During the Sweepstakes Entry Period, an eligible person may enter by fully completing and submitting a registration form to attend the 2020 Farm Progress Show virtual event. Limit of one (1) entry per person. Only complete and valid entries will be eligible. By entering the Sweepstakes, each entrant warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from participating in the Sweepstakes. Eligible entrants agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and entrants agree to be bound by all decisions and interpretations made in good faith by the Sponsor, or its designee. All entries become property of Sponsor and will not be acknowledged or returned. Entries that are late, incomplete, garbled/jumbled, illegible, misdirected, lost, damaged, delayed, stolen or otherwise not in compliance with these Official Rules are void. Entries made by any other individual or any entity, and/or originating at any other website or email address, including, without limitation, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent entries or any individual it finds tampering with the operation or entry process of the Sweepstakes or acting in violation of these Official Rules. If, for any reason, an entry is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Sweepstakes, if feasible; if not feasible for any reason, Sponsor shall not have any liability to entrant in conjunction with same.
- 4. Winner Selection.** At the end of the Farm Progress Show on September 17, 2020, Sponsor will randomly select three entries, from all eligible entries received throughout the Sweepstakes Entry Period, to receive a Traeger grill (each, a "Prize"). Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. If a potential winner does not respond within five business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept any prize, the potential winner may be disqualified in Sponsor's sole discretion, and in such case Sponsor may select an alternate winner based on a random drawing.
- 5. Prize(s).** Prizes (4) - Traeger grill. Approximate Retail Value: \$900.00. Prizes are not transferable. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prize(s) will be awarded. Limit of one (1) Prize per family/household/address. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Sponsor. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor's good faith determination of approximate retail value of prizes.



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6. **Odds of Winning.** Odds of winning each Prize depend upon the total number of eligible entries received during the Sweepstakes Entry Period, but are estimated to be 1/1,000.
7. **Claiming the Prize.** Each potential winner will be notified by email (if provided) and/or mail or phone. In the event that Sponsor cannot contact a potential winner of any Prize despite reasonable (in its sole discretion) attempts, Sponsor may, in its sole discretion, randomly select a new, alternate potential winner from the remaining eligible entries received. Return of any Prize or prize notification as undeliverable will result in disqualification, and an alternate potential winner may be selected in Sponsor's sole discretion. The potential winner will be required to complete, sign and return to the address requested an Affidavit and Liability/Publicity Release within fourteen (14) days of receipt of the Prize Claim Documents. If such documents are not returned to Sponsor prior to such deadline, any Prize may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and an alternate winner selected by Sponsor in a new random drawing from the remaining eligible entries. Except where prohibited by law, each winner also grants Sponsor and its designees the right to use the winner's full name, hometown, images and likenesses for advertising, publicity and promotion purposes, including print, broadcast and online announcements, without further compensation than the said Prize and at no expense to the winner, and Sponsor shall not be obligated to make any such use.
8. **Taxes.** Each winner is responsible for all applicable local, state and federal taxes. Sponsor will issue winners of prizes valued at \$600 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.
9. **General.** Each entrant agrees to, accepts and shall abide by these Official Rules and agrees that any disputes shall be resolved by Sponsor, in its sole discretion. Sponsor reserves the right to cancel/terminate, modify, amend or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including without limitation due to tampering, unauthorized intervention, fraud, or force majeure or any other causes beyond Sponsor's control. Sweepstakes void where prohibited or restricted. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law, and all other provisions shall remain in full force and effect. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Sweepstakes or in the announcement of any winner(s) or Prize(s). In the event this Sweepstakes is cancelled for any reason, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect entries received prior to the time of the action or event warranting such cancellation.
10. **DISPUTES RESOLUTION.** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved **INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION**, exclusively before a court located in Missouri having jurisdiction. The entrant and Sponsor hereby agree to **WAIVE A JURY TRIAL** in all actions and proceedings relating to the Sweepstakes. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e., costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.
11. **Release.** By participating, each entrant agrees to hold harmless Sponsor and its employees, officers, directors, shareholders, representatives, agents, successors and assigns, from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any prize, participation in any promotion-related activity, or participation in the promotion, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.
12. **Privacy.** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at [<https://www.cropscience.bayer.com/privacy-statement>], provided that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Sweepstakes.
13. **Sponsor.** This Sweepstakes is sponsored by Monsanto Company, a member of the Bayer Group, 800 N. Lindbergh Blvd., St. Louis, MO 63167. Sponsor will provide list of winners upon request. To obtain a list of the Sweepstakes winners or a copy of these Official Rules, send a self-addressed, stamped envelope to Osborn Barr Paramore, ATTN: Desiree Lafontaine, 914 Spruce Street #200, St. Louis, MO 63102.

SITE LEGALS

Commercialization is dependent on multiple factors, including successful conclusion of the regulatory process. The information presented herein is provided for educational purposes only, and is not and shall not be construed as an offer to sell, or a recommendation to use, any unregistered



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pesticide for any purpose whatsoever. It is a violation of federal law to promote or offer to sell an unregistered pesticide.

Bayer is a member of Excellence Through Stewardship® (ETS). Bayer products are commercialized in accordance with ETS Product Launch Stewardship Guidance, and in compliance with Bayer's Policy for Commercialization of Biotechnology-Derived Plant Products in Commodity Crops. Commercialized products have been approved for import into key export markets with functioning regulatory systems. Any crop or material produced from this product can only be exported to, or used, processed or sold, in countries where all necessary regulatory approvals have been granted. It is a violation of national and international law to move material containing biotech traits across boundaries into nations where import is not permitted. Growers should talk to their grain handler or product purchaser to confirm their buying position for this product. Excellence Through Stewardship® is a registered trademark of Excellence Through Stewardship.

XtendFlex® soybeans have received full approval for planting in the United States but, as of the date this material was published, are pending approval in certain export markets. Commercial availability in 2021 is dependent upon regulatory approval.

ALWAYS READ AND FOLLOW PESTICIDE LABEL DIRECTIONS. It is a violation of federal and state law to use any pesticide product other than in accordance with its labeling. NOT ALL formulations of dicamba, glyphosate or glufosinate are approved for in-crop use with products with XtendFlex® Technology. ONLY USE FORMULATIONS THAT ARE SPECIFICALLY LABELED FOR SUCH USES AND APPROVED FOR SUCH USE IN THE STATE OF APPLICATION. Contact the U.S. EPA and your state pesticide regulatory agency with any questions about the approval status of dicamba herbicide products for in-crop use with Roundup Ready 2 Xtend® soybeans or products with XtendFlex® Technology.

Bt products may not yet be registered in all states. Check with your seed brand representative for the registration status in your state.

IMPORTANT IRM INFORMATION: RIB Complete® corn blend products do not require the planting of a structured refuge except in the Cotton-Growing Area where corn earworm is a significant pest. See the IRM/Grower Guide for additional information. Always read and follow IRM requirements.

Roundup Ready® 2 Technology contains genes that confer tolerance to glyphosate. Products with XtendFlex® Technology contains genes that confer tolerance to glyphosate, glufosinate and dicamba. Glyphosate will kill crops that are not tolerant to glyphosate. Dicamba will kill crops that are not tolerant to dicamba. Glufosinate will kill crops that are not tolerant to glufosinate. Contact your seed brand dealer or refer to the Bayer Technology Use Guide for recommended weed control programs.

Climate FieldView™ services provide estimates or recommendations based on models. These do not guarantee results. Consult your agronomist, commodities broker and other service professionals before making financial, risk management and farming decisions. More information at <http://www.climate.com/disclaimers>. FieldView™ is a trademark of The Climate Corporation.

Herculex® is a registered trademark of Dow AgroSciences LLC. LibertyLink® and the Water Droplet Design® is a registered trademark of BASF Corporation. Respect the Refuge and Corn Design® and Respect the Refuge® are registered trademarks of National Corn Growers Association. Bayer, Bayer Cross, Delaro®, Roundup Ready 2 Technology and Design™, Roundup Ready®, SmartStax® and XtendFlex® are registered trademarks of Bayer Group. ©2020 Bayer Group. All Rights Reserved. Sponsor: Monsanto Company, a member of the Bayer Group, 800 N. Lindbergh Blvd., St. Louis, MO 63167.