MANIPULATOR PGR PHOTO CONTEST

Post your picture with Manipulator PGR using the hashtag #ManipulatorPGR to be automatically entered to win!

WIN YOUR CHOICE OF: COOLER, CHROMEBOOK OR DRONE

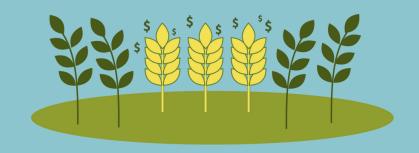






PLUS \$3,500 FOR YOUR CHOICE OF LOCAL COMMUNITY PROJECT!

NO PURCHASE NECESSARY. Open June 1, 2023 to July 24, 2023 to legal residents of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence at the time of entry. One prize available to be won; the winner's choice of 1 laptop computer - approx. retail value (ARV) \$799.95 or 1 portable cooler, ARV: \$399.99 or 1 drone ARV: 599.99. Belchim Crop Protection Canada will also make a \$3500 donation to a select charity on behalf of the winner (1 donations total). Odds of winning depend on number of eligible entries received. Twitter account and math skill-testing question required.









Manipulator Photo Contest 2023 (Official Rules)

Contest Period

12:01 A.M. Eastern Time (ET), June 1, 2023 - 11:59 P.M. ET, July 24, 2023 (the "Contest Period")

By participating in the Contest, each entrant agrees to abide by and be bound by these Official Rules and all decisions of Belchim Crop Protection Canada (the "Sponsor"), which shall be final and binding, without right of appeal, in all matters relating to this Contest and the awarding of the prize(s), including without limitation eligibility and/or disqualification of entries.

Eligibility

The Contest is open to legal residents of Canada (excluding Quebec) who have reached the age of majority in their jurisdiction of residence at the time of entry.

Excluded from eligibility are the officers, directors, employees, agents and representatives of Sponsor and any Contest judges, and each of their respective parents, subsidiaries, affiliates, distributors, sales representatives, advertising and promotion agencies (collectively, the "Contest Entities"), and members of the immediate families (defined as parents, siblings, children and spouses, regardless of where they live) or households (whether or not related) of such officers, directors, employees, agents and representatives.

How to Enter

NO PURCHASE NECESSARY. Internet access and Twitter account required.

To obtain one (1) entry, you must during the Contest Period:

- 1. Follow Belchim Crop Protection Canada on Twitter
- 2. Like the Contest post ("Contest Post") on Twitter
- 3. Post a selfie with a Manipulator product. If you do not have a Manipulator product, post a picture of yourself next to a farm or other agricultural space with a short caption on what agriculture means to you. All posts must include the hashtag #manipulatorpgr to be considered valid entries.

All entries must meet the following submissions guidelines (the "Submissions Guidelines"):

- i. The entry must not defame, misrepresent or contain disparaging remarks about Sponsor or any of its products, or other people, products or companies or communicate messages inconsistent with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor in its sole discretion.
- ii. Entry must be suitable for family audiences, as determined by Sponsor in its sole discretion.
- iii. Entry must not contain any content that is or contains: unlawful behaviour, profanity, explicit sexuality, harmful, threatening, abusive, harassing, tortious, defamatory, vulgar, obscene, libelous, or is hatefully, racially, ethnically or otherwise offensive or objectionable, as determined by Sponsor in its sole discretion.
- iv. Entry must not infringe on the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased.





By submitting an entry, you warrant and represent that: (i) the entry is your original work, created solely by you, and over which you have all necessary rights, title and interest, including copyright; (ii) the entry has not been previously published; (iii) the entry does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (iv) any and all individuals appearing in the entry have granted to you permission to publish or otherwise use their likeness in the entry in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website; and, (v) that the entry complies with the Submissions Guidelines. You agree to indemnify and hold harmless Sponsor and Contest Entities from any claims to the contrary.

By entering, you agree as follows: (i) you acknowledge that your entry may be posted by Sponsor on the Contest Website and/or on Sponsor's or Contest Entities social media channels, in Sponsor's sole discretion but without obligation; (ii) you have the right and authority to, and do hereby, grant to Sponsor an irrevocable, non-exclusive, royalty-free worldwide license in perpetuity to reproduce, store, copy, broadcast, display, distribute, edit, alter, combine with other material, publish, post, commercialize and/or otherwise use without limitation all or any part of the entry in any manner or media, including without limitation on the Contest Website; (iii) you waive any and all moral rights that you may have in and to the entry with respect to the uses contemplated herein; and, (iv) you agree to release and hold harmless Sponsor from and against any and all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's or the Contest Entities' use of the entry.

Prizes

There is one (1) prize available to be won; the winner's choice of:

one (1) laptop computer; Approximate retail value ("ARV"):\$799. CAD.

one (1) drone. ARV: \$599. CAD.

one (1) portable Yeti cooler. ARV: \$399. CAD.

Prizes must be accepted as awarded and may not be substituted, transferred or redeemed for cash or otherwise, except at Sponsor's sole discretion. Sponsor reserves the right, at its sole discretion, to substitute a prize of greater or equivalent monetary value if a prize cannot be awarded as described for any reason. Prizes will be delivered to verified winners only to one (1) address in Canada. Sponsor will not replace any lost or stolen prizes. Any other costs or expenses associated with the prizes not specified herein will be the responsibility of selected winners.

In addition, Belchim will donate \$3500 CAD to a select charity on behalf of each potential winner. One (1) donation total. Potential winner will not receive a tax receipt and donation to charity is subject to verification by Sponsor.





Winner Selection

On or around July 29, 2023, a random draw will be conducted from all eligible entries received during the Contest Period for the purpose of selecting three (3) potential winners (subject to satisfying the prize claim conditions below). The odds of being selected will depend on the number of eligible entries received during the Contest Period.

Selected Entrant Verification and Prize Claim Conditions

Selected entrants will be notified by private/direct message to their Instagram account on or about July 29, 2023. Each selected entrant must respond to the direct message by providing their telephone number. In order to be declared a winner, selected entrant(s) must: (i) respond to Sponsor's notification of selection within five (5) business days of first attempt; (ii) correctly answer a time-limited mathematical skill-testing question to be administered by Sponsor over the telephone at a mutually convenient time; (iii) if requested by Sponsor, sign and return to Sponsor, within five (5) business days of it being sent by Sponsor, a written declaration and release form, releasing the Sponsor from any liability in connection with this Contest or the use, misuse, awarding or possession of any prize (the "Release"); and, (iv) otherwise comply with these Official Rules.

Return of any prize or winner notification as undeliverable, inability to reach selected entrant or failure of selected entrant to respond to notification within five (5) business days of first attempt by Sponsor or Sponsor's agent, failure to provide proof of eligibility (if requested), release documents, or other required documentation in a timely manner, failure to correctly answer the skill-testing question, or other non-compliance with these Official Rules may result in disqualification, forfeiture of the prize and, at Sponsor's sole discretion, selection of an alternate eligible entrant for the forfeited prize in accordance with these Official Rules, who will be subject to disqualification in the same manner.

Right to Void / Terminate / Suspend / Modify

Sponsor reserves the right to terminate, suspend or modify this Contest, in whole or in part, at any time and without notice or obligation if, in Sponsor's sole discretion, any factor interferes with its proper conduct as contemplated by these Official Rules. Without limiting the generality of the foregoing, if the Contest, or any part thereof, is not capable of running as planned for any reason, including but not limited to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, programming errors, or technical failures, which, in the sole discretion of Sponsor, corrupt or affect the administration, security, fairness, integrity or proper conduct of this Contest, Sponsor may, in its sole discretion, void any suspect entries and: (a) terminate the Contest, or any portion thereof; (b) modify or suspend the Contest, or any portion thereof, to address the impairment and then resume the Contest, or relevant portion, in a manner that best conforms to the spirit of these Official Rules; and/or (c) award the prizes from among the eligible, non-suspect entries received up to the time of the impairment in accordance with the winner selection criteria discussed above.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process, the operation of the Contest, violates the Official Rules, or acts with intent to annoy, abuse, threaten or harass any other person.





Limitation of Liability and Releases

BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT THE CONTEST ENTITIES INSTAGRAM AND FACEBOOK HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO THE FULL EXTENT PERMITTED BY LAW TO PERSONS OR PROPERTY RESULTING FROM THE CONTEST, INCLUDING THE ACCEPTANCE, POSSESSION, MISUSE OR USE OF THE PRIZE. BY PARTICIPATING IN THIS CONTEST, ENTRANTS AGREE THAT CONTEST ENTITIES, INSTAGRAM AND FACEBOOK HAVE NO LIABILITY WHATSOEVER FOR, AND SHALL BE HELD HARMLESS BY ENTRANTS AGAINST, ANY LIABILITY FOR ANY INJURIES, LOSSES OR DAMAGES OF ANY KIND TO THE FULL EXTENT PERMITTED BY LAW TO PERSONS OR PROPERTY RESULTING FROM: A) ENTRY OR PARTICIPATION IN THIS CONTEST, OR B) ANY CLAIMS BASED ON PERSONALITY OR PRIVACY RIGHTS, DEFAMATION OR MERCHANDISE DELIVERY.

Without limiting the foregoing, the Contest Entities, Facebook, Instagram and any of Sponsor's other suppliers or contractors, shall not be responsible for: (a) any incomplete or inaccurate information that is caused by entrants, or by any of the equipment or programming associated with or utilized in the Contest, or by any technical or human error which may occur in the processing of submissions in the Contest; (b) lost, interrupted, or unavailable network, server, service provider, on-line systems, telephone networks or telephone lines, or any other connections; (c) the theft, destruction, loss or unauthorized access to, or alteration of, entries; (d) any problems with, or malfunctions or failures of, telephone networks or lines, computers or computer on-line systems, servers or providers, computer equipment, software, viruses or bugs; (e) late, lost, misdirected, garbled transmissions or miscommunications; (f) failure of any e-mail to be received by or from the Contest judges or Sponsor for any reason, including but not limited to traffic congestion on the Internet or at any website or combination thereof or technical incompatibility; (g) damage to a user's computer equipment (software or hardware) occasioned by participation or downloading of materials related to this Contest; (h) printing, distribution, programming or production errors, and any other errors or malfunctions of any kind, whether human, mechanical, electronic or otherwise; or (i) technical, pictorial, typographical or editorial errors or omissions contained herein.

Protection of Personal Information and Publicity Release

Sponsor and its authorized agents will collect, use, and disclose your personal information for the purposes of administering the Contest and prize fulfillment. By entering this Contest, you consent to receive direct messages via Instagram or Facebook from Sponsor and/or its agents regarding the Contest. Your personal information will not otherwise be used by Sponsor except for the administration of this Contest and prize fulfillment. For more details on our privacy practices, please see Sponsor's <u>Privacy Policy</u>.

By accepting a prize, winner agrees to Sponsor's use of his/her name, city/province of residence, picture, biographical information, statements, voice and likeness in any advertising and publicity Sponsor and its respective successors, assigns and licensees may conduct relating to the Contest in any media or format, whether now known or hereafter developed, including but not limited to the World Wide Web, at any time or times in perpetuity, without further compensation or notice, and hereby releases the Contest Entities from any liability with respect thereto. Winner may be required to sign a document to this effect.





General Conditions

All entries become the property of Sponsor and will not be returned and no correspondence will be made with or entered into except with selected entrant(s). All entries and posts are subject to verification by Sponsor. By participating in the Contest, each entrant agrees that the Contest Entities have not made, with respect to each of their own products/services provided as a prize or part thereof (if applicable), any warranty, representation or quarantee express or implied, in fact or in law, with respect to the prize and specifically disclaim all such warranties, including without limitation, the implied warranties of merchantability and fitness for a particular purpose. Winning a prize is contingent on fulfilling all the requirements set forth herein. Mass entries, automated entries, entries submitted by third parties, and any entries or prize claims that are late, incomplete, fraudulent, illegible, unidentified or delayed will be void. All prize claims are subject to verification. Proof of entry submission does not constitute proof of receipt. Entrants agree to abide by these Official Rules. Decisions of Sponsor and/or any independent Contest judging organization will be final and binding on all matters pertaining to this Contest. Contest is subject to all applicable federal, provincial and municipal laws. Void where prohibited. Sponsor reserves the right to correct any typographical, printing, computer programming or operator errors. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. 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. The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. If any provision of the Official Rules is determined to be invalid or otherwise unenforceable, then the Official Rules shall be construed in accordance with their terms as if the invalid or unenforceable provision was not contained therein. Should a winner make any false statement(s) in any document referenced above, the winner may be required to promptly return to Sponsor his/her prize, or the cash value thereof. WARNING: ANY ATTEMPT BY AN ENTRANT OR ANY OTHER INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE ASSOCIATED WITH THIS CONTEST OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SPONSOR RESERVES THE RIGHT TO PROSECUTE AND SEEK DAMAGES TO THE FULLEST EXTENT PERMITTED BY LAW.

In the event of a dispute as to the identity of the person who submitted any entry, the authorized account holder of the Instagram account used to enter the Contest will be deemed to be the entrant. The potential winner may be required to show proof of being the authorized account holder.

