

VARIMAX SYSTEMS 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. Central on March 14, 2023 and ends at 11:59:59 P.M. Central on May 26, 2023.

2. **Eligibility.** The Varimax Systems Sweepstakes (“Sweepstakes”) is open only to farmers who make their primary income from farming, who are: (a) legal U.S. residents, and the District of Columbia (excluding Rhode Island, New York and Florida), (b) 21 years of age, and (c) have at least two fields. Void in Rhode Island, New York, Florida, 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 Bayer CropScience, LP (“Sponsor”) and VariMax Systems, or their 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 as follows, with a limit of one (1) entry per person, regardless of the entry method(s) (if more than one entry method exists):

- **FORGROUND ENROLLMENT – How to Enter the Sweepstakes by Enrolling in ForGround.** Upon successful enrollment in the ForGround Program, entrant will automatically receive an entry into the Sweepstakes. Eligible persons who are enrolled in ForGround as of the start date of the promotion will also receive an entry into the Sweepstakes.
- **NO PURCHASE NECESSARY – How to Enter the Sweepstakes by Mail without Payment.** To receive an entry into the Sweepstakes, an eligible person should print your name, e-mail address, phone number and address on a plain 3” x 5” piece of paper. The entry must be mailed in an envelope no larger than #10 (business-size envelope), with sufficient postage affixed, to: ForGround by Bayer Marketing, 800 N Lindbergh Blvd., St. Louis, MO 63167. Limit one mailed entry per outer-mailing envelope. All mail-in entries must be postmarked during the Sweepstakes Entry Period. Mail-in entries that are not received by May 26, 2023 will be considered late and will not be accepted.

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 e-mail 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.** On or about each of the drawing dates designated below (each a “Drawing Date”), Sponsor will randomly select 25 entries, from all eligible entries received throughout the Sweepstakes Entry Period, to receive the prize further defined in Section 5 below (each, a “Prize”).

Entry Period	Drawing Date
March 14, 2023 – March 30, 2023	March 31, 2023
March 31, 2023 – May 26, 2023	May 27, 2023

Non-winning entries received during the first Sweepstakes Entry Period identified above will be rolled over into the subsequent Sweepstakes Entry Period. Limit one prize per entrant. 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).**

Prize: VariMax Systems Package for up to 200 acres (50 to be awarded), which includes a VariMax N-Check, VariMax Water-Check and VariMax Yield-Check service. Approximate Retail Value Per Prize: \$2,000.

Winners will work directly with VariMax representatives to arrange the details of redeeming the Prize. Note that in order to partake of the Prize, each Winner will need to create a “VariMax System Membership” at no cost to Winner. Data submitted through the membership for analysis as part of the Prize will be treated in accordance with the applicable VariMax privacy statement.

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.

6. **Odds of Winning.** Odds of winning each Prize depend upon the total number of eligible entries received during the Sweepstakes Entry Period.

7. **Claiming the Prize.** Each potential winner will be notified by phone and/or e-mail (if provided). 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 on-line 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 or VariMax, the potential winner will be required to complete, sign and return to Sponsor or VariMax, as applicable, 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. 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 the 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 the Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in St. Louis County, Missouri having jurisdiction. 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.** By participating in the Sweepstakes, entrants agree that the data provided or made available to Sponsor as part of the Sweepstakes can be disclosed, in confidence, to VariMax for purposes of administering and facilitating the Sweepstakes in collaboration with Sponsor. 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.us/privacy-statement>; provided, that (i) 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, and (ii) information made available to VariMax for purposes of administering and facilitating the Sweepstakes will be subject to VariMax's privacy statement.

13. **Sponsor.** This Sweepstakes is sponsored by Bayer CropScience LP, 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, visit <https://bayerforground.com/farmers/benefits>.

Abbreviated Rules (to place in advertisements, e-mails, etc.)

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Open to farmers who are legal residents of the United States (excluding RI, NY and FL) and D.C., who are 21 or older and have at least two (2) fields, excluding VariMax Systems' and Sponsor's employees, family and household members. Enter by having been enrolled or enrolling in ForGround between March 14, 2023, and May 26, 2023. 50 Prizes to be awarded: VariMax Systems Package. ARV of prize: \$2,000; odds depend on no. of entries. For a copy of the Official Rules, visit <https://bayerforground.com/farmers/benefits>. Sponsor: Bayer CropScience LP, 800 N Lindbergh Blvd., St. Louis, MO 63167.