

FIELDVIEW™ DRIVE REGENERATIVE AG 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 12:01 A.M. CST on June 21, 2023 and ends at 11:59 P.M. CST on August 15, 2023.

2. **Eligibility.** The FieldView™ Drive Regenerative Ag Sweepstakes (“Sweepstakes”) is open to legal U.S. farmers residing in one of the 50 United States (excluding New York, Florida, Rhode Island, and the District of Columbia) who are at least (a) at least 21 years of age at the time of entry; and (b) enroll or are enrolled in ForGround by Bayer (at <https://bayerforground.com> by clicking "enroll" and completing the enrollment process) and/or enroll or are enrolled in the Climate FieldView™ program. 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 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 as follows as specified below:

- **SURVEY COMPLETION** - An eligible person shall automatically receive one entry into the Sweepstakes upon completion of Sponsor's Sustainability Survey, available at https://experience.bayer.com/jfe/form/SV_08x8vNEigqsFBPw (the "Survey"). The Survey may be accessed on <https://bayerforground.com> or within the FieldView™ Platform.
- **NO PURCHASE NECESSARY** – To receive an entry into the Sweepstakes without completing the Survey, an eligible person should print his or her name, e-mail address, phone number and address on a plain 3” x 5” piece of paper. The entry must be mailed with the subject line “FieldView Drive Regenerative Ag Sweepstakes Entry Request”, 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 the close of the relevant Sweepstakes Entry Period will be considered late and will not be accepted.

Limit of one entry per person regardless of entry method used. 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(s) 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(s), or its designee.

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All entries become property of Sponsor(s) 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(s) 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(s) 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(s) 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(s) shall not have any liability to entrant in conjunction with same.

4. **Winner Selection.** On or around, August 21, 2023, Sponsor(s) will randomly select twenty (20) winners, from all eligible entries received throughout the Sweepstakes Entry Period, to receive the below defined prize. Decisions of the Sponsor(s) will be final and binding on all matters relating to this Sweepstakes. If a potential winner does not respond, 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)'s sole discretion and in such case, Sponsor(s) may select an alternate winner based on a random drawing.

5. **Prize(s).** Twenty (20) winners will each receive a coupon to redeem for a FieldView™ Drive (as shown at <https://climate.com/pricing/>) with an Approximate Retail Value: \$379.00 (only one model/version available). The Prize does not include any connection cables required to enable data streaming.

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(s). Sponsor(s) reserves the right to substitute any Prize with another prize of equal or greater value. Sponsor(s) 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. Winners are 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(s). Transfer of Prize is not permitted without the permission of Sponsor(s) which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor(s)'s good faith determination of approximate retail value of prizes.

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

7. **Claiming the Prize.** The winners from the August 21, 2023 selection will be notified on or around August 22, 2023. All winners will be notified via telephone or email to the phone number and/or email address provided. In the event that Sponsor(s) cannot contact a winner despite reasonable (in its sole discretion) attempts, Sponsor(s) may, in its sole discretion, randomly select

a new, alternate 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)'s sole discretion. The potential winners will be required to complete, sign and return to the address requested an Affidavit and Liability/Publicity Release within 14 days of receipt of the Prize Claim Documents. If such documents are not returned to Sponsor(s) prior to such deadline, any Prize may be forfeited in Sponsor(s)'s sole discretion, such potential winner shall be disqualified, and an alternate winner selected by Sponsor(s) in a new random drawing from the remaining eligible entries.

Once proper documentation is received, and a winner has been finalized, the winner will receive a coupon code via an email to the email address provided, which can be used to order a FieldView™ Drive from www.climate.com at no cost to winner.

Except where prohibited by law, each winner also grants Sponsor(s) 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(s) shall not be obligated to make any such use.

8. **Taxes.** Each winner is responsible for all applicable local, state and federal taxes. Sponsor(s) 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(s), the potential winner will be required to complete, sign and return to Sponsor(s) 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(s) 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(s), in its sole discretion. Sponsor(s) reserves the right to cancel/terminate, modify, amend or suspend the Sweepstakes if in Sponsor(s)'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)'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(s) 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(s) 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 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(s) and their respective 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 Sweepstakes, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.

12. **Privacy.** Sponsor(s) access and use of the information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules, Sponsor(s)' Privacy Statement, currently located at <https://www.cropscience.bayer.us/privacy-statement>, and, if applicable, the terms of use or privacy statement accepted when enrolling in ForGround or creating an account with Sponsor(s)' affiliate, Climate LLC; 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(s).** This Sweepstakes is sponsored by Bayer CropScience LP, 800 N Lindbergh Blvd., St. Louis, MO 63167. Sponsor(s) will provide the name of the winners upon request. To obtain the names of the Sweepstakes winners or a copy of these Official Rules, visit <https://bayerforground.com/resources/forground-member-sweepstakes>.

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 all U.S. farmers (excluding NY, FL, RI, and D.C.) who (a) are 21 years of age at the time of entry, and; (b) are enrolled in the ForGround by Bayer program or are enrolled in the Climate FieldView™ program who submit the Sustainability Survey, available at https://experience.bayer.com/jfe/form/SV_08x8vNEigqsFBPw, between June 21, 2023 and August 15, 2023. Twenty winners will be randomly selected to receive a coupon for a FieldView™ Drive with ARV of \$379 (excludes connection cables required for data streaming); odds depend on no. of entries. For a copy of the Official Rules, visit <https://bayerforground.com/resources/forground-member-sweepstakes>. Sponsor(s): Bayer CropScience LP, 800 N Lindbergh Blvd., St. Louis, MO 63167.

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