

# Commander Charge OAKLEY Contest 2023

## Terms and Conditions by FMC of Canada Limited

### ("FMC of Canada" or "Sponsor")

#### NO PURCHASE OF ANY KIND IS NECESSARY TO ENTER OR WIN

**1. ELIGIBILITY:** This promotional contest is intended for viewing and participation by legal residents of Canada, age of majority in their province of residence, who live or work on a farm located in Canada.

Employees, officers, directors, representatives or mandataries of FMC Corporation ("Sponsor") and its respective parent entities, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers involved in this Contest and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, stepbrother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to enter this Contest or win a prize.

**2. CONTEST DATES AND TIMES:** This Contest begins on December 23, 2022 (00:00:01, Central Time ("CT")) and ends on January 31, 2023 (23:59:59, CT) ("Contest Closing Date"), after which time this Contest shall be closed and no further entries will be accepted.

#### 3. HOW TO ENTER A QUALIFYING POST:

No purchase of any kind is necessary to enter or win. You may enter the following way:

- Follow @CommanderCharge on Twitter
- Like the pinned tweet at the top of the @CommanderCharge Twitter profile
- Retweet the pinned tweet at the top of the @CommanderCharge Twitter profile

**4. CONTEST PRIZES:** There are a total of six (6) prizes available to be won in this Contest. Each prize consists of one promo code to redeem at <https://fmc-sunglasses.company.site/> for one pair of Oakley sunglasses (valued at approximately \$120).

**Prize Conditions:** A random draw to determine the winners will be made on February 1, 2023 by FMC of Canada or one of its representatives at 6755 Mississauga Road, Suite 204, Mississauga, Ontario, L5N 7Y2 from among all eligible entries received by the Contest Closing Date. In order to receive a prize, the winner must return their release by February 15, 2023 via email to [ag.hotline@fmc.com](mailto:ag.hotline@fmc.com). If a prize winner does not return the release by the above-noted date, that person will automatically forfeit their prize, and nothing will be given to that person and the prize will not be re-awarded. To enter, a person must be a resident of Canada who lives or works on a farm located in the Canadian provinces of British Columbia, Manitoba, Saskatchewan or Alberta, and who is not an employee of, or domiciled with an employee of FMC Canada.

**Odds of Winning:** The odds of winning the Grand Prize will depend on the number of Eligible Entrants that enter this Contest before the Contest Closing Date.

#### 5. GENERAL RULES:

**Sponsor:** Contest is being sponsored by FMC of Canada Limited ("FMC", the contest "Sponsor"). No correspondence will be entered into with entrants except for potential winners. The decision of Sponsor and their agents in respect of any matter related to this contest (either before or following selection) is final and without appeal. Contest is subject to all applicable Federal, Provincial and Municipal laws.

**Contest Rules.** By posting on Twitter or Instagram: (i) entrants agree to these contest rules (in the event of any conflict with anything contained in these contest rules and promotion details contained in advertising and other promotion materials, these contest rules shall govern and prevail), (ii) to the use of their personal information, including their e-mail, for purposes of administering this contest, (iii) by accepting a prize, winners also agree to the use without compensation of their photograph, filmed or recorded image, name and city of residence in all publicity campaigns related to the contest including on the Sponsor's web site and social media pages (the "publicity usages") and (iv) unless entrant does not opt in (by leaving box on entry form blank) to the receipt of commercial electronic messages (for text messages standard text and data rates may apply) regarding products, services, offerings, promotions, and marketing materials that may be useful to their business or otherwise of interest to them. The contestant understands that they can withdraw their consent at any time by contacting FMC Canada, Attn: Customer Service, 6755 Mississauga Road, Suite 204 Mississauga, ON L5N 7Y2 or by phone at 1-833-362-7722 or by email at aghotline@fmc.com.

**Skills Testing Question.** Before being declared the winner, a selected entrant must: (i) first correctly answer, without mechanical or other assistance, sponsor's mathematical, skill-testing question to be provided on the invitation and/or on the contest prize release form, (ii) be in full compliance with these contest rules and (iii) sign and return Sponsor's release within the time period mentioned above. Potential prize winners who do not or fail to comply fully with these contest rules will automatically forfeit their opportunity to win that prize and nothing else will be substituted or given to that potential winner and no alternate winner will be chosen in their place.

**Third Party Platform Guidelines.** To the extent the Contest is conducted through any third-party platform, (a) entrant shall adhere to all platform guidelines, and (b) the Official Rules shall be subject to modification, without notice, at Sponsors' sole and absolute discretion, to comply with any governing and platform-specific guidelines or requirements. It is the responsibility of each person participating in the Contest to comply with third party platform guidelines and to check for any update(s) to the Official Rules. In the event entrants create accounts in order to enter the Contest more than once, such entrant will be ineligible to participate or win. Multiple posts of duplicate or near duplicate content in a single day may cause entrant to be ineligible to participate or win. Entrants may only post content that they own or have the right to use (post) and entries must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Entrants completely release Instagram and Twitter from any liability relating to the Contest and entrants acknowledge that the Contest is in no way sponsored, endorsed or administered by, or associated with, Instagram or Twitter.

**Entries.** All entries become the property of the Sponsor. Entries are subject to the verification by Sponsor. Any entry that is fraudulent, late or otherwise fails to meet any requirements mentioned in these contest rules will be rejected and ineligible, as the case may be, for entry or prize. Persons tampering with or abusing the entry policy will be disqualified. The Sponsor, including its agents, representatives and those associated with them, are not responsible for any entry, a prize-winning notification or the claim for prize, which fails to get entered, is lost, misdirected or which arrives late, as the case may be, whether or not due to the fault of the Sponsor. The Sponsor will have no liability whatsoever if for any reason the contest is not capable of running as planned. Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with this contest. All decisions by Sponsor with respect to this contest, including but not limited to eligibility and/or disqualification are final and binding.

**ENTRANT IDENTITY:** In the event of a dispute over the identity of the person who submitted an on-line entry, the entry will be deemed to be submitted by the authorized account holder of the e-mail account through which the entry was made. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g., business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. A potential winner may be requested to provide the Sponsor with proof that the potential winner is the authorized account holder of the e-mail address associated with the potentially winning entry.

**Prize Award.** Each prize must be accepted as awarded, in the name of the winner, is not transferable, no cash value will be given for the prize and no substitution will be made for the prize (and without limiting the foregoing, prizes may not be sold or traded). The approximate retail values of a prize as stated in advertising or other promotion materials, and/or in these contest rules, are subject to price fluctuations in the consumer marketplace based on, among other things, the passage of time between the date the respective approximate retail value is stated by the Sponsor and the date the respective prize is awarded or redeemed. If, at the time a prize is redeemed or awarded, the actual prevailing retail purchase price for the prize is less than the approximate retail value stated by the Sponsor in advertising and promotion materials, and/or in these contest rules, the prize winner will not be entitled to the price difference. The Sponsor, in its sole discretion, and for any reason, reserves the right to: (i) place reasonable restrictions on the availability or use of any prize or (ii) substitute any prize or aspect of a prize of equal or greater value for a prize or aspect stated in the rules and advertising and promotion materials as being offered to be awarded.

**Publicity and Entrant Information.** By completing the entry form all entrants consent to FMC Corporation and FMC of Canada Limited's collection of your information, including contact information and transactional sales data, from you and from the retailer(s) from which you purchase our products for the purposes of: a. calculating, processing and delivering program payments to you; b. establishing and maintaining good relations with you; c. responding to your requests or inquiries; d. better understanding your needs and preferences; e. developing and enhancing products and services; f. managing and developing FMC's business and operations; g. other purposes with your consent or as permitted or required by law; and h. as otherwise set forth in our privacy policy, located at <https://ag.fmc.com/ca/en/privacy-policy>. A file containing Customer information will be maintained at FMC Canada's offices. FMC employees, agents and service providers (including affiliates acting in this capacity) may have access to Customer information. For more information about FMC Canada's personal information practices (including its use of service providers outside of Canada), to request access to or correction of this information, or to withdraw consent, Customer may write to FMC's Customer Service Representative at FMC Canada, 6755 Mississauga Road, Suite 204 Mississauga, ON L5N 7Y2 or call 1-833-362-7722.

**LAW:** This Contest is void where prohibited by law and is subject to all applicable Canadian federal, provincial, territorial, municipal and local laws. This Contest shall be governed exclusively by the laws of the province of Ontario, including all issues and questions concerning the construction, validity, interpretation and enforceability of these Contest Rules, rights and obligations between entrants and the Sponsor, and procedural provisions, without giving effect to any choice of law or conflict of law rules. Any dispute shall be adjudicated by the courts sitting in Toronto, Ontario.

**INTELLECTUAL PROPERTY:** All intellectual property, including but not limited to trademarks, logos, designs, promotional materials, web pages, source codes, images, drawings, illustrations, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any copyrighted material or other intellectual property without the express written consent of the Sponsor is strictly prohibited. The Sponsor's marketing or other partners, if any, shall also have access to and rights to reproduce, copy or otherwise use any materials generated by this Contest or any submissions or materials generated by entrants.