

## **2021 FMC Let's Talk Shop Contest 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:** The 2021 FMC Let's Talk Shop Contest (the "Contest") is open to farmers who: (i) reside in Canada, excluding Quebec, Yukon, Northwest Territories and Nunavut; (ii) are the owner or operator of a farm in Canada or are the designated representative of an owner or operator of a farm in Canada (the "Farm"); and (iii) who have reached the age of majority in their province of residence on the date they enter this Contest ("Eligible Entrants"). Employees, representatives and mandataries of FMC of Canada, its affiliates or their advertising agencies and those residing with them are not eligible to enter this Contest.

**2. CONTEST DATES AND TIMES:** This Contest begins on January 18, 2021 (00:00:01, Central Time ("CT")) and ends on April 30, 2021 (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:** To obtain an entry into the Contest, Eligible Entrants must complete all of the steps set out below. Limit of two (2) entries per Eligible Entrant. All entrants must complete and submit an online entry.

### **Online Entry Form:**

(A) Visit the Contest website at [ag.fmc.com/ca/en/contest](http://ag.fmc.com/ca/en/contest) and enter all requested information including: full name, farm name, mailing address including postal code, cell/mobile number and e-mail address and answer the informational questions appearing on the entry form.

(B) Agree to be legally bound to these Official Rules by clicking the acknowledgement box on the entry form.

(C) Then, click the submit button and your entry will be entered automatically. If any entry form is not fully completed, it will not be accepted for entry into this Contest.

### **Additional Contest Entry:**

You can obtain one (1) additional entry into this Contest by posting a "before" photograph of your current farm shop or kitchen that you want to renovate to your social media page(s), including the hashtag #fmcletstalkshop and tagging the Sponsor @FMCAgCanada.

### **Rules For Social Media Entries:**

The Sponsor reserves the right, in its sole discretion, to accept or reject any social media entry for any reason, including, but not limited to, if the entry: (i) is sexually explicit or suggestive, unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group, profane or describes any dangerous activity; (ii) promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing), any activities that are unsafe or dangerous, or any particular political agenda or message; (iii) is obscene or offensive, endorses any form of hate or hate group; (iv) defames, misrepresents or contains disparaging remarks about the Sponsor or their products or other people,

products or companies; (v) contains trademarks, logos or intellectual property or content owned by 3<sup>rd</sup> parties or advertises or promotes any brand or product of any kind; (vi) contains copyrighted materials owned by 3<sup>rd</sup> parties; (vii) refers to the name of any person without permission from that person for the entrant and the Sponsor to reproduce it; (viii) reproduces, whether by photograph or any other means, the image of any person without permission for the entrant and the Sponsor to reproduce it; or (ix) communicates messages inconsistent with the purpose of this Contest, all as determined by the Sponsor in its sole discretion.

#### 4. CONTEST PRIZE

There is one (1) Grand Prize available to be won in this Contest. The Grand Prize consists of \$30,000.00 for a farm shop or kitchen renovation for the owner of a farm. The Grand Prize is subject to the Grand Prize Conditions set out below.

A random draw to determine the Grand Prize winner will be made on May 30, 2021 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.

The potential prize winner will be notified by the e-mail and/or telephone call to the e-mail address and/or telephone number provided on their entry form, in Sponsor's sole discretion. In order to be declared the winner of the Grand prize, the winner must return signed copies of the Sponsor's Declaration of Eligibility and Liability/Publicity Release ("Winner Release") for both himself/herself and the owner of the farm if different by June 15, 2021 to: aghotline@fmc.com. If the above Winner Releases are not received by the Sponsor by June 15, 2021, the potential winner will automatically forfeit their prize and no prize will be awarded to that person and another Eligible Entrant (and subsequent Eligible Entrants if necessary) will be chosen by way of random draw who shall be contacted within one (1) day of the draw and have two (2) days to return the Winner Releases to the Sponsor.

**Grand Prize Conditions:** (i) the shop or kitchen renovation must be related to the winner's farm business (and if the winner is not the owner of the farm, the renovation must be for the shop or kitchen related to the farm owner's business); (ii) the Sponsor must receive evidence of the renovation project, which includes a photograph of the project before the renovation, during the renovation and when the renovation is completed and any additional photographs if requested by the Sponsor; (iii) both the winner and the owner of the farm if the winner is not the owner of the farm must return the Sponsor's Winner Release; (iv) the Sponsor must be provided access ten (10) times to the renovation project to take photographs and/or videos of the renovation project during construction, on days and at times mutually convenient for the Sponsor and the winner; (v) the winner is responsible for all arrangements relating to the renovation including, but not limited to, retaining contractors, obtaining building supplies, architectural or other drawings, building permits, approvals or anything other than the prize money awarded by the Sponsor as the Grand Prize; (vi) the Sponsor is not liable for any aspect of the renovation, including, but not limited to the failure of a contractor to perform their services, the inability to obtain a building permit(s) or any injury or damages of any kind whatsoever relating to the renovation; (vii) the Sponsor reserves the right, in its sole discretion, to award the Grand Prize as a single lump sum to the winner or farm owner, in two or more installments to the winner or farm owner as the renovation progresses; and (viii) the Sponsor reserves the right to withhold any portion of the Grand Prize if, in its sole discretion, insufficient progress is being made on the renovation to advance further portions of the Grand Prize (or the Grand Prize money is being

used for a purpose other than the farm owner's shop or kitchen renovation) and may require further progress on the renovation in order to advance additional prize monies. The renovation must be fully completed by December 31, 2021.

## GENERAL RULES

**5. 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.

**6. SPONSOR:** This Contest is being sponsored by FMC of Canada Limited, located at 6755 Mississauga Road, Suite 204, Mississauga, Ontario, L5N 7Y2 (the "Sponsor"). No correspondence will be entered into with entrants except for potential winners. The decision of Sponsor and its agents in respect of any matter related to this Contest (either before or following selection) is final and without appeal. This Contest is subject to all applicable Federal, Provincial and Municipal laws. Not sponsored, endorsed, administered by or associated with Facebook or Instagram.

**7. CONTEST RULES:** By entering this Contest: (i) entrants agree to comply with all of 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; and (iii) by accepting a prize, the winner also agrees to the use without compensation of their photograph, filmed or recorded image, name and city of residence in all publicity campaigns related to this Contest including on the Sponsor's web site, all as may be edited, translated or otherwise modified in the Sponsor's sole discretion, without any compensation.

**8. SKILL-TESTING QUESTION:** Before being declared a winner, the Selected Entrant must: (i) first have correctly answered, without mechanical or other assistance, the Sponsor's mathematical, skill-testing question; and (ii) be in full compliance with all Contest rules, both in the sole discretion of the Sponsor. Potential prize winners who do not or fail to comply fully with these Contest rules will automatically forfeit their opportunity to win a prize and no prize will be substituted or awarded to that potential winner and an alternate winner will be chosen in their place.

**9. ENTRIES:** All entries become the property of the Sponsor. Entries are subject to verification by the 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 or of any other person or thing and whether or not due to an interrupted or unavailable browser or network server or malfunction, congestion, incompatibility, misconnection or miscommunication, failed or lost computer transmissions, or if the Sponsor's e-mail/web site portal is compromised by virus, bugs, unauthorized human or unauthorized non-human intervention, or for any technical malfunction of any telephone network or lines, computer on line systems, server access providers, computer equipment, software failures, or failure of any entry to be received due to technical problems or traffic congestion on the Internet or Sponsor's web site or other similar technical problems beyond the reasonable control of the Sponsor. Proof of transmission (screenshots) does not constitute proof of delivery. Entrant

information may be used for marketing or to develop market strategies based on general farming practices and pest concerns.

The Sponsor reserves the right in its sole discretion, to cancel, terminate, modify, amend or suspend this Contest, if any of the technical problems above or below prevents the fair or proper administration of the Contest. The Sponsor further reserves the right, when terminating the Contest, to conduct a random draw from all entries received during the Contest period until the Contest was terminated. The Sponsor will have no liability whatsoever if for any reason the Contest is not capable of running as planned due to technical problems, including due to computer virus, bugs, unauthorized tampering, unauthorized intervention, fraud, technical failures, or any other causes. The Sponsor shall not be held responsible for any errors or negligence that may arise or occur in connection with the Contest including any damage to an entrant's computer equipment, system, software or any combination thereof, as a result of their participation in this Contest or from downloading any material from the contest website or elsewhere. Entries generated by script, macro, robotic, programmed, or any other automated means are prohibited and will be disqualified. The Sponsor will have no liability whatsoever if for any reason this 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.

**10. 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.

**11: PRIZE AWARD:** The prize must be accepted as awarded and is not transferable. No substitution will be made for the prize (and without limiting the foregoing, the prize may not be sold or traded). The Sponsor, in its sole discretion, and for any reason, reserves the right to substitute any prize or aspect of a prize of equal or greater value.

**12. PUBLICITY AND ENTRANT INFORMATION:** All entrants consent to the collection, use and distribution of their personal information by the Sponsor, without notice or compensation, for the purposes of running the contest and as permitted by these rules (for example, pursuant to these rules, the entrant who accepts a prize consents to the use of their personal information for publicity usages, including social media or other announcements) including as permitted by the Winner Release. Personal information is defined as anything that identifies an entrant as an individual, which includes, but is not limited to, cell phone number, age, home address, e-mail address and gender. Sponsor will not sell or transmit this information to third parties except for the purposes of administering the Contest. Some of these third parties may be located in countries outside Canada. The Sponsor may use any entries, including social media posts, photographs, videos, testimonials, quotes or anything else provided by an entrant or by the Grand Prize winner (collectively, the "Entries"), all as may be edited, translated or otherwise modified, for marketing and publicity purposes in any medium, without any notice or compensation to the entrant or Grand Prize winner. Entrants and the Grand Prize winner grant Sponsor a non-exclusive licence to use the Entries for marketing or

publicity, including agreeing to waive any moral rights. For a copy of the Sponsor's privacy policy, see <https://ag.fmc.com/ca/en/privacy-policy>.

**13. 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.

**14. 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.