



# 2022

## **FMC Clean Fields Community Yields Program**

# **Terms and Conditions**

### Contact Information:

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## 2022 FMC Clean Fields Community Yields Program Terms and Conditions

1. **Offer:** FMC of Canada Limited will donate \$0.10 per acre on the sale of all fall eligible products, except for Intruvix™ herbicide which will have \$0.30 per acre contribution, to a charitable organization as agreed upon by the Retailer and FMC account manager.
2. **Offer Period:** The 2022 Clean Fields Community Yields Program (the “Offer”) is administered by FMC of Canada Limited (“FMC”) and begins on July 15, 2022 and concludes on October 31, 2022. Sales on eligible fall products for the Offer must be sold to Grower during this time period.
3. **Eligibility:** The Offer is open to Canadian Retailers who operate in Alberta, Saskatchewan, the Peace River region of British Columbia or Manitoba.
4. **Enrolment:** Retailer and FMC account manager must select and agree upon the charitable organization that they wish the donation be paid to by October 31, 2022.
  - a) FMC reserves the right to deny the selected charitable organization if said organization does not align with key core values at FMC.
  - b) The charitable organization does not have to be a registered non-profit organization.
5. **Qualification:** The Retailer must sell a minimum of 3,500 acres of fall eligible products listed in section six.
  - a) The Retailer can sell any combination of eligible products that totals to a minimum of 3,500 acres to qualify for the Offer.
  - b) In the scenario where the Retailer has multiple locations, the Retailer can choose to combine its eligible fall sales to select one charitable organization.
    - (1) In the scenario above, only the combined aggregate of the fall labelled products for the whole retail family needs to total to a minimum of 3,500 acres. Therefore, if a location within that family does not achieve 3,500 acres, those acres still count towards the charitable donation and the sum total of the retail family must still total a minimum of 3,500 acres.
  - c) It may also select different charitable organizations for each Retail location so long as the minimum acreage requirements are fulfilled at each individual location.
    - (1) If a Retail family with multiple locations agrees to let each location fund a separate charitable project, each location must sell a minimum of 3,500 acres to be eligible. The Retail location cannot combine acres from other locations to meet their 3,500-acre minimum requirement if each location has chosen separate charitable organizations or projects.
6. **Eligible Products:**
  - a) Only products with a fall-use pattern as determined by the product label are eligible.
  - b) The following products are eligible for a **\$0.10** per acre contribution:
    - (1) Packaged Products – Aim® EC herbicide, Focus® herbicide, Express® SG herbicide, Express® FX herbicide, Express® PRO herbicide
    - (2) PrecisionPac® Herbicides – NC-0050, NC-00439, DB-878, Ally High, Ally Low
      - i. Ally brands are only eligible when purchased after July 15, 2022.
  - c) The following products are eligible for **\$0.30** per acre contribution:
    - (1) Intruvix™ herbicide
      - i. No minimum unit or acre purchase is required in any one product to count towards the charitable donation.
      - ii. No matching acres are required between any of the fall eligible products.
      - iii. Total eligible product acres must total to 3,500 acres in order to be eligible for charitable donation.

**7. Rates of Eligible Products for Donation Calculations:**

Packaged Herbicides				
Eligible Herbicide	Unit of Measure	Acres per Unit of Measure	Contribution per acre	Donation amount per unit
Aim EC herbicide	1.2L jug	80 acres	\$0.10	\$8.00
	2.0L jug	133 acres		\$13.30
	4.8L jug	320 acres		\$32.00
Focus herbicide	4.5L jug	40 acres	\$0.10	\$4.00
Express SG herbicide	486 g jug	80 acres	\$0.10	\$8.00
Express PRO herbicide	567 g jug	80 acres	\$0.10	\$8.00
Express FX herbicide	1.86 kg jug	40 acres	\$0.10	\$4.00
	Case (486g + 4.7L)	40 acres		
Intruvix herbicide	Case (3.72 kg +1.2L)	80 acres	\$0.30	\$24.00

PrecisionPac® Herbicides				
Eligible Herbicide	Unit of Measure	Acres per Unit of Measure	Donation amount per acre	
NC-0050	1 acre	1 acre	\$0.10	
NC-00439	1 acre	1 acre	\$0.10	
DB-878	1 acre	1 acre	\$0.10	
Ally High	1 acre	1 acre	\$0.10	
Ally Low	1 acre	1 acre	\$0.10	

**8. Donation Calculations:**

- a) Retailers will submit transactional data for fall sales to Ruhland DataServices by November 7, 2022.
- b) Retailers must submit all eligible Grower and Retailer transactional data for verification of sales to ensure proper and timely payment of the program.
- c) Donations will be calculated based on Rates of Eligible Products for Donations (as outlined in section six). These calculations will be applied to the Retailer’s submitted Grower transactional sales data.

**9. Donation Payment:**

- a) FMC reserves the right to audit all sales of FMC products by the distributor / Retailer to Growers in order to confirm the accuracy of the sales and to adjust if necessary, any affected donations retroactively.
- b) FMC will pay the charitable organization directly on behalf of the Retailer and FMC.
  - i. Once the account manager and the Retailer have agreed upon the charitable organization and project, they must fill out the 2022 FMC Clean Fields Community Yields Digital or Paper Form and submit it to FMC.
  - ii. Once the project is approved, FMC will execute direct payment via cheque to the organization upon conclusion of the program calculations.
- c) Donation payment calculations will not be used on sales of FMC products based on the following scenarios:
  - i. A Retailer sells the product to another Retailer or otherwise not to Growers
  - ii. Retailer sells an FMC product to a Grower who resides outside of Manitoba, Saskatchewan, Alberta, and the Peace River region of British Columbia
  - iii. Retailer sells FMC product to a Grower more than 160 kilometers from the applicable retail sales location with respect to the sale
  - iv. Product is sold by an ineligible Retailer as determined by FMC.
- d) Donation payment will be issued in by April 15, 2023.

**10. Program Promotion:** By participating in this program, all involved parties give FMC, its agents and representatives and marketing partners, the right to print, publish, broadcast, and use, worldwide in any media now known or hereafter developed, including, but not limited to, the World Wide Web, the FMC internet websites or social media pages, at any time(s), name, likeness, portrait, picture, photograph, voice, video camera footage, and biographical information (name, city, province/territory of residence and image), as is or as may be edited, as news or information and for advertising promotional purposes without any compensation or review by parties involved.

- 11. Overpayment:** Any program overpayment will be refunded to FMC by the charitable organization/ Retailer(s) or will be deducted from future Retailer program payments at the election and discretion of FMC.
- 12. Program Discrepancies:** Any claims for discrepancies in offer donations must be received in writing by FMC by January 31, 2023.
- 13. Retailer Qualifications:** All herbicide purchases must be made from an authorized crop protection Retailer with CropLife Phase III facilities.
- 14. Product Returns:** Retailers will not receive credit for products that are returned for any reason by a Grower. It is the sole responsibility of the Retailer to advise FMC if a return has occurred after the issuance of the charitable donation. Failure to do so constitutes fraud and renders the program donation null and void and potentially could be subject to legal action.
- 15. Additional Programming:** Participating Retailers and Growers may be eligible for additional FMC programs or rebates. See Terms and Conditions of any other programs for program eligibility.
- 16. Information and Data Usage:** By enrolling in the 2022 FMC Clean Fields Community Yields Program, the Retailer acknowledges that they will submit purchase information, which may include personally identifiable information of Growers such as contact information and all necessary purchase data from the Grower and the Retailer, on their behalf to FMC Company and authorizes FMC, their affiliates and any third parties designated by FMC to use such information provided for the following purposes:
- Calculation, administration and fulfillment of this program.
  - As a basis to send information that is relevant and useful to the Grower or respond to Grower queries using any form of communication including telephone, fax, email, text message, instant message, and social media to ensure we are fulfilling our customer centric core value.
  - To provide baseline data to improve the program in the future to further benefit the Retailer
  - To further enhance our current level of services and product offerings.
  - Other required purposes that require the Grower to consent to as permitted and required by law
    - Certain of these affiliates or third parties may be located in countries outside of Canada. If a Grower does not wish to receive product/offering information from FMC, the Grower can contact FMC at 1-833-362-7722. For more information on how FMC handles information, visit [privacy.FMC.ca](http://privacy.FMC.ca).
  - If a Retailer chooses to revoke their consent for usage of the data for any of the reasons stated in section 16 through expressed written notification, FMC reserves the right to terminate the Retailers participation in the 2022 Clean Fields Community Yields Program. This termination will result in the immediate forfeiture of any fiduciary entitlements that would otherwise be due to the Retailer under the 2022 Offer of other FMC programs.
- 17. Charitable Donation Receipt:** In the scenario where the agreed upon charitable recipient is a registered charity or non-profit organization, FMC reserves the right to receive the charitable tax donation receipt due to the funds being paid directly from FMC to the agreed upon recipient.
- 18. Minimum Donation:** FMC reserves the right not to send a monetary charitable donation for less than \$350.00 in total value to the charitable organization. Retailer must qualify and have total cumulative sales of equal to or over 3,500 acres in order to qualify. FMC reserves the right not to send a donation cheque to the charitable organization if the terms and conditions of the program are not met.
- 19. Prior Notice:** FMC reserves the right to modify this program in its sole discretion. Program subject to change without notice.