



2023

TERMS & CONDITIONS



1. **Offer Period:** The 2023 FMC ACE Resistant Weeds Program (the “Offer”) is administered by FMC of Canada Limited (“FMC”) and begins on November 1, 2022 and concludes on October 31, 2023.
2. **Eligibility:** The offer is open to Canadian growers who reside in British Columbia, Alberta, Saskatchewan or Manitoba and are the owner, operator or designated representative of a farm.
3. **Pre-Enrollment:** Growers who participated in and received a rebate payment from FMC from the 2022 FMC ACE Resistant Weeds Program will automatically be enrolled for the 2023 Offer. This enrollment will remain in effect for all subsequent years unless FMC receives notification in written form from the Grower explicitly stating that they no longer wish to participate in the current or subsequent Offers.
4. **Enrollment:** Growers who meet either of the matching acre qualifications are automatically eligible to receive this offer.
5. **Qualification:**
 - a) Growers who purchase matching acres of Aim® EC herbicide or PrecisionPac® CF Herbicide and Express® brand herbicides (Express® SG, Express® PRO, Express® FX) and/or PrecisionPac® burnoff herbicides (NC-0050, NC-00439, DB-878, DB-878 PRO) are eligible to receive an after-season rebate of \$2.50/ac.
 1. The Aim® EC herbicide use rate will be calculated at the 15mL/ac use rate when matched with above products in (a.)
 2. The CF Herbicide use rate will be calculated at the rates in Appendix E when matched with above products in (a.)
 - b) Growers who purchase matching acres of Aim® EC herbicide and Command® 360 ME herbicide are eligible to receive an after-season rebate of \$5.00/ac.
 1. The Aim® EC herbicide use rate will be calculated at the 30mL/ac use rate when matched with above product (b.)
 2. The CF Herbicide use rate will be calculated at the rates in Appendix E when matched with above products in (b.)
 - c) Matching acres of Aim® EC with Command® 360 ME and/or Express® brands and/or qualifying PrecisionPac® blends will be calculated via the logic in Appendix D.
 - d) Matching acres of PrecisionPac® CF Herbicide with Command® 360 ME and/or Express® brands and/or qualifying PrecisionPac® blends will be calculated via the logic in Appendix E.
 - e) If a grower purchases Aim® EC herbicide and Command® 360 ME herbicide and Express® brand herbicides or a PrecisionPac® qualifying blend, Aim® EC herbicide purchases will be applied against Command® 360 ME herbicide first. Any remaining unmatched Aim® EC herbicide acres will then be applied to Express® brands and/or qualifying PrecisionPac® blends.
 - f) If a grower purchases PrecisionPac® CF herbicide and Command® 360 ME herbicide and Express® brand herbicides or a PrecisionPac® qualifying blend, PrecisionPac® CF herbicide purchases will be applied against Command® 360 ME herbicide first. Any remaining unmatched PrecisionPac® CF herbicide acres will then be applied to Express® brands and/or qualifying PrecisionPac® blends.



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6. **Rebate Calculations:**

- a) Retailers will submit grower purchase/retailer sales information on behalf of the grower for rebate payment by November 7th, 2023.
- b) Rebates are paid on net purchase data as provided by the retailer(s).
- c) Matching acres will be calculated on a unit basis as indicated in Appendix C.

7. **Rebate Payment:**

- a) FMC reserves the right to audit all sales of FMC products by the distributor / retailer to growers to confirm the accuracy of the sales and to adjust, if necessary, any affected rebates retroactively.
- b) Growers will receive these offers as an after-season rebate based on data submitted by their retailer.
- c) Matching acres will be calculated as described in Appendix D and E.

8. **Rebate Pricing:** Rebates will be calculated based on 2023 Suggested Retail Price. FMC reserves the right to change suggested retail price at any time during the season in its sole discretion which may impact the growers' rebates within the Offer.

9. **Overpayment:** Any program overpayment will be refunded to FMC by the customer or will be deducted from future program payments at the election and discretion of FMC.

10. **Program Discrepancies:** Any claims for discrepancies in program payments must be received in writing by FMC by January 31, 2024.

11. **Grower Usage:** In order to qualify for the above rebates, eligible products must be used by the same grower who purchased them, on a single farming operation.

12. **Retailer Qualifications:** All herbicide purchases must be made from an authorized crop protection retailer with CropLife Phase III facilities.

13. **Product Returns:** Growers will not receive rebates for products that are returned for any reason. It is the sole responsibility of the Grower to advise FMC if a return has occurred after the issuance of the Growers' rebate cheque. Failure to do so, constitutes fraud and renders the program rebate null and void and potentially could be subject to legal action.

14. **Additional Programming:** Participating growers may be eligible for additional FMC or FMC programs or rebates. See Terms and Conditions of any other programs for program eligibility.

15. **Information and Data Usage:** Via pre-enrollment as indicated in section 3 or by enrolling in the 2023 Offer, the grower acknowledges that their retailer(s) will submit purchase information, which may include personally identifiable information such as contact information and all necessary purchase data from the Grower and the Retailer, on their behalf to FMC and authorizes FMC, their affiliates and any third parties designated by FMC to use such information provided for the following purposes:

- a. Calculation, administration, and fulfillment of this program.
- b. 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
- c. To provide baseline data to improve the program in the future to further benefit the Grower
- d. To further enhance our current level of services and product offerings



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- e. Other required purposes that require the Grower to consent to as permitted and required by law
 - i. 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.
 - f. If a Grower chooses to revoke their consent for usage of the data for any of the reasons stated in section 14 through expressed written notification, FMC reserves the right to terminate the Growers participation in the 2023 Offer. This termination will result in the immediate forfeiture of any fiduciary entitlements that would otherwise be due to the Grower under the 2023 Offer and/or other FMC programs.
- 16. **Minimum Cheque Rebate:** FMC reserves the right not to send a rebate cheque for less than \$100.00 in total rebate dollar value to the Grower.
- 17. **Prior Notice:** FMC reserves the right to modify this program in its sole discretion. Program subject to change without notice



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Appendix A – Aim® EC + Express® Brands Rate

Product	PMRA Registration Number	SKU Size	Rate (Acres/Unit)
Aim® EC Herbicide	28573	4.8L	320/Jug
Aim® EC Herbicide	28573	1.2L	80/Jug
Express® FX Herbicide	33039	1.86kg Jug	40/Jug
Express® PRO Herbicide	29212	567g Jug	80/Jug
Express® SG Herbicide	28262	486g Jug	80/Jug
PrecisionPac® CF-09 Herbicide	34140	10 Grower Bags / Box	1 Acre
PrecisionPac® CF-14 Herbicide	34140	10 Grower Bags / Box	1 Acre
PrecisionPac® CF-18 Herbicide	34140	10 Grower Bags / Box	1 Acre
PrecisionPac® NC-0050 Herbicide	29928	10 Grower Bags / Box	1 Acre
PrecisionPac® NC-00439 Herbicide	29929	10 Grower Bags / Box	1 Acre
PrecisionPac® DB-878 Herbicide	32955	10 Grower Bags / Box	1 Acre
PrecisionPac® DB-878 PRO Herbicide	33868	10 Grower Bags / Box	1 Acre

Appendix B – Aim® EC + Command® 360 ME

Product	PMRA Registration Number	SKU Size	Rate (Acres/Unit)
Aim® EC Herbicide	28573	4.8L Jug	160/Jug
Aim® EC Herbicide	28573	1.2L Jug	40/Jug
Command® 360 ME Herbicide	27827	5.4L Jug	80/Case

Appendix C – PrecisionPac® CF Herbicide + Command® 360 ME

Product	PMRA Registration Number	SKU Size	Rate (Acres/Unit)
CF-09 Herbicide	34140	10 Grower Bags / Box	1 Acre
CF-14 Herbicide	34140	10 Grower Bags / Box	1 Acre
CF-18 Herbicide	34140	10 Grower Bags / Box	1 Acre
Command® 360 ME Herbicide	27827	5.4L Jug	40/Jug



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Appendix D – Matching Acre Unit Calculation

Aim® EC Herbicide SKU Size	# of Aim® EC Herbicide Units	Matching Units (Jug) Express® Pro, SG	Matching Units (Jug) Express FX	Matching Units (acre) PrecisionPac® NC-0050, NC-00439, DB-878, DB-878 PRO	Matching Units (Jug) Command® 360 ME
1.2L Jug	1	1	2	80	1
4.8L Jug	1	4	8	320	4

Appendix E – Matching Acre Unit Calculation

PrecisionPac® CF Herbicide	PrecisionPac® CF Herbicide SKU Size	Matching Units (Jug) Express® Pro, SG	Matching Units (Jug) Express FX	Matching Units (acre) PrecisionPac® NC-0050, NC-00439, DB-878, DB-878 PRO	Matching Units (Jug) Command® 360 ME
CF-09	1 acre	0.0125	0.025	1 acre	0.0125
CF-14	1 acre	0.020	0.040	1.6 acres	0.020
CF-18	1 acre	0.025	0.050	2 acres	0.025

Always read and follow all label directions.

Member of CropLife Canada.

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