



# 2025

## TERMS & CONDITIONS



1. **Offer Period:** The 2025 FMC ACE Resistant Weeds Program (the "Offer") is administered by FMC of Canada Limited ("FMC") and begins on November 1, 2024 and concludes on October 31, 2025.
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 2024 FMC ACE Resistant Weeds Program will automatically be enrolled for the 2025 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:** Purchase a minimum of \$5,000 of eligible FMC products between November 1, 2024 and October 31, 2025.

Growers who purchase matching acres of Group 1 and Group 2 Brands (as defined below) will receive a \$4/acre rebate on matched acres.

1. **Group 1 Brands:** Aim® EC herbicide, PrecisionPac® CF-09 herbicide, PrecisionPac® CF-14 herbicide and PrecisionPac® CF-18 herbicide
2. **Group 2 Brands:** Authority® 480 herbicide, PrecisionPac® SZ-75 herbicide, PrecisionPac® SZ-100 herbicide, Express® SG herbicide, Express® FX herbicide, Express® PRO herbicide, PrecisionPac® NC-0050 herbicide, PrecisionPac® NC-00439 herbicide, PrecisionPac® DB-878 herbicide and PrecisionPac® DB-878 PRO herbicide

### 6. Rebate Calculations:

- a) Growers who purchase matching acres of Group 1 and Group 2 Brands (as defined in section 5 above) will receive a \$4/acre rebate on matched acres.
- b) Matching acres will be calculated on a unit basis as indicated in Appendix A.
- c) Retailers will submit Grower purchase / retailer sales information on behalf of the Grower for rebate payment by November 7th, 2025.
- d) Rebates are paid on net sales purchase data as provided by the retailer(s).

### 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 A.
  - d) Rebate payments will be made in Canadian Dollars.
8. **Rebate Pricing:** Rebates will be calculated based on 2025 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.



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- 10. Program Discrepancies:** Any claims for discrepancies in program payments must be received in writing by FMC by January 31, 2026.
- 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 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 2025 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
  - e) Other required purposes that require the Grower to consent to as permitted and required by law
  - f) 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](https://privacy.FMC.ca).
  - g) If a Grower chooses to revoke their consent for usage of the data for any of the reasons stated in section 15 through expressed written notification, FMC reserves the right to terminate the Grower's participation in the 2025 Offer. This termination will result in the immediate forfeiture of any fiduciary entitlements that would otherwise be due to the Grower under the 2025 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 – Eligible Product Rates

Product	PMRA Registration Number	SKU Size	Rate (Acres/Unit)
<b>Eligible carfentrazone herbicides (Group 1 brands)</b>			
<b>Aim® EC herbicide</b>	28573	4.8 L	160 / jug
<b>Aim® EC herbicide</b>	28573	1.2 L	40 / jug
<b>PrecisionPac® CF-09 herbicide</b>	34140	10 grower bags / box	0.5 acres
<b>PrecisionPac® CF-14 herbicide</b>	34140	10 grower bags / box	0.8 acres
<b>PrecisionPac® CF-18 herbicide</b>	34140	10 grower bags / box	1 acre
<b>Eligible sulfentrazone herbicides (Group 2 brands)</b>			
<b>Authority® 480 herbicide</b>	29012	3.79 L	43 / jug
<b>PrecisionPac® SZ-75 herbicide</b>	33832	10 grower bags / box	1 acre
<b>PrecisionPac® SZ-100 herbicide</b>	TBD	10 grower bags / box	1.33 acres
<b>Eligible Express® brand herbicides &amp; PrecisionPac® burnoff herbicides (Group 2 brands)</b>			
<b>Express® FX herbicide</b>	33039	1.86 kg	40 / jug
<b>Express® PRO herbicide</b>	29212	567 g	80 / jug
<b>Express® SG herbicide</b>	28262	486 g	80 / jug
<b>PrecisionPac® NC-0050 herbicide</b>	29928	10 grower bags / box	1 acre
<b>PrecisionPac® NC-00439 herbicide</b>	29929	10 grower bags / box	1 acre
<b>PrecisionPac® DB-878 herbicide</b>	32955	10 grower bags / box	1 acre
<b>PrecisionPac® DB-878 PRO herbicide</b>	33868	10 grower bags / box	1 acre

Always read and follow label instructions. Member of CropLife Canada.

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