



2020 Fall Community Builder Rebate Program Terms and Conditions

1. **Offer:** FMC of Canada Limited will donate \$0.10 per acre on the sale of all eligible products listed below to a charitable organization as agreed upon by the retailer and FMC account manager.
2. **Offer Period:** The 2020 Fall Community Builder Rebate Program and also referred as the 'Clean Fields, Community Yield Program' in promotional material (the "Offer") is administered by FMC of Canada Limited ("FMC") and begins on July 15, 2020 and concludes on October 31, 2020. Sales on eligible fall products for the Offer must be sold to a 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 by August 31, 2020 that they wish the donation would be paid.
 - 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 5,000 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 5,000 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 5000 acres. Therefore, if a location within that family does not achieve 5000 acres, those acres still count towards the charitable donation and the sum total of the retail family must still total a minimum of 5000 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 5000 acres to be eligible. The retail location cannot combine acres from other locations to meet their 5000 acre minimum requirement if each location has chosen separate charitable organizations or projects.
6. **Eligible products:** Only products with a fall use pattern as determined by the product label are eligible. Those products are as follows:
 - a) Packaged Products – Aim® EC herbicide, Focus® herbicide, Express® SG herbicide, Express® FX herbicide, Express® PRO herbicide and Intruvix™ herbicide
 - b) PrecisionPac® Herbicides – NC-0050, NC-00439, DB-878
 - 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



7. Rates of Eligible Products for Donation Calculations:

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

PrecisionPac® Herbicides			
Eligible Herbicide	Unit of Measure	Acres per Unit of Measure	Donation at \$0.10 an acre per unit
NC-0050	1 acre	1 acre	\$0.10
NC-00439	1 acre	1 acre	\$0.10
DB-878	1 acre	1 acre	\$0.10

8. Donation Calculations:

- a) Donations will be calculated based on Rates of Eligible Products for Donations in section 7.
- b) Retailers will submit transactional data for fall sales to Ruhland DataServices by November 15, 2020.
- c) Retailers must submit all eligible grower and retailer transactional data for verification of sales to ensure proper and timely payment of the program
- d) Donations are paid on acre purchase data as provided by the retailer(s).

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 2020 Fall Community Builder Form and submit it FMC.
 - ii. Once the project is approved, FMC will execute direct payment via cheque to the organization once the sales data from the retailer has been verified.
- 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

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

FMC, the FMC logo, Aim, Focus, Express, Intruvix and PrecisionPac are trademarks of FMC Corporation or an affiliate. ©2020 FMC Corporation. All rights reserved.

FMC CLEAN Community FIELDS Yields

- d) FMC will not issue a cheque less than \$500 to any entity or organization.
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, 2021.
 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 or FMC programs or rebates. See Terms and Conditions of any other programs for program eligibility.
 16. **Information and Data Usage:** By enrolling in the 2020 FMC Fall Community Builder 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:
 - a) Calculation, administration and carry through of this program.
 - b) As a basis to send information that is relevant and useful to the grower or respond to grower queries.
 - c) To provide baseline data to improve the program in the future to further benefit the Retailer
 - d) Other required purposes that require the Grower to consent to as permitted and required by law
 - e) 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.
 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 to the charitable tax donation receipt due to the funds being paid directly from FMC to the agreed upon recipient. In the scenario where the selected organization is a registered non-profit organization, FMC will require a taxable receipt from said organization.
 18. **Minimum Donation:** FMC reserves the right not to send a monetary charitable donation for less than \$500.00 in total value to the charitable organization. Retailer must qualify and have total cumulative sales equal to or over 5,000 acres in order to qualify to donate \$0.10 an acre on those sales of eligible products. 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.

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

FMC, the FMC logo, Aim, Focus, Express, Intruvix and PrecisionPac are trademarks of FMC Corporation or an affiliate. ©2020 FMC Corporation. All rights reserved.