

FMC Freedom Pass Elevest™ insect control Sweepstakes OFFICIAL RULES

06/03/21

Elevest insect control is a Restricted Use Pesticide and subject to grower purchasing requirements.

Short Rules: Ends August 31, 2021 at 11:59 pm ET. No Purchase Necessary. Void where prohibited. Must be age of majority in your state to enter. Open to legal residents of AL, AR, GA, LA, MS, MO, NC, SC, TN, & VA. Limit one (1) Sweepstakes entry per person. See official rules for details.

Use of Mobile Device: If you enter the Sweepstakes, post updates to or receive updates from a social media platform via SMS from your wireless phone, your entry may be subject to message and data charges for each message you send and receive. Please consult your wireless service provider for more information.

1. ELIGIBILITY: The FMC Freedom Pass Elevest™ insect control Sweepstakes (“Sweepstakes”) is open only to legal residents of Alabama, Arkansas, Georgia, Louisiana, Mississippi, Missouri, North Carolina, South Carolina, Tennessee, and Virginia who are the age of majority or older in their state or jurisdiction of residence at the time of entry. Employees, officers and directors of FMC Corporation (“Sponsor”), Deere & Company, John Deere Financial, and their respective parent entities, affiliates, subsidiaries, advertising and promotion agencies, and prize suppliers involved in this promotion and each of their immediate family members (mother, father, sister, brother, husband, wife, daughter, son, step-father, step-mother, step-daughter, step-son, step-brother, step-sister, half-brother, half-sister) and/or those living in the same household of each are not eligible to enter or win a prize. Void where prohibited by law.

2. AGREEMENT TO OFFICIAL RULES: By participating in this Sweepstakes, entrant fully and unconditionally agrees to and accepts these Official Rules and the decisions of the Sponsor, which are final and binding in all matters related to the Sweepstakes.

3. ENTRY PERIOD: The Sweepstakes begins at 12:00 a.m. ET on January 1, 2021 and ends at

11:59 p.m. ET on August 31, 2021 (the "Promotion Period"). Sponsor's computer is the official time-keeping device for this Sweepstakes. All Mail Entries must be postmarked by August 31, 2021 and received by September 15, 2021.

4. HOW TO ENTER: You are automatically entered by information provided in the transaction date report issued by John Deere Financial to FMC documenting the sale (for retailer prize) and purchase (for grower prize) of one or more gallons of Elevest™ insect control and financing the purchase using FMC Freedom Pass financing through John Deere Financial. Or to enter by mail, sending a postcard containing your name, address and contact email or phone number to FMC Freedom Pass Elevest™ insect control sweepstakes, Attn: USA Marketing Department-Floor 20, 2929 Walnut Street, Philadelphia, PA 19104. All Mail Entries are the non-returnable property of Sponsor. Proof of submission will not be deemed to be proof of receipt by Sponsor. **Limit one (1) Sweepstakes entry per person.**

Multiple entrants are not permitted to share the same email address. Any attempt by any entrant to obtain more than one (1) entry by using multiple/different email addresses, identities, or any other methods may void that entrant's entries and that entrant may be disqualified from the Sweepstakes. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries by that entrant. In the event of a dispute as to any online entry, the authorized account holder of the email address used to enter will be deemed to be the entrant, as long as such person is otherwise eligible in accordance with these Official Rules. The "authorized account holder" is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winner may be required to show proof of being the authorized account holder.

5. RANDOM DRAWING; ODDS: One (1) potential winner will be selected in a random drawing held on or about September 15, 2021 from among all eligible entries received. Sponsor may delay a drawing in its discretion. Odds of winning depend on the number of eligible entries received. All eligible entries carry an equal chance of winning.

6. WINNER NOTIFICATION: Potential winner will be notified at the contact information provided during entry. Potential winner may be required to complete, sign, and return a Declaration of Eligibility, a Liability Release and where lawful, a Publicity Release form, within the timeframe stated in the notification. In the event the potential winner does not return the documents in a timely manner or accept the prize, or if the prize notification or prize is not deliverable, or the potential winner is ineligible or not in compliance with these Official Rules, or refuses to accept the prize as awarded, the prize will be forfeited and may be awarded to an alternate winner at the Sponsor's sole discretion. The Sponsor is not responsible for and shall not be liable for late, lost, misdirected or unsuccessful efforts to notify the potential winner. Potential Winner may be required to present proof of identification prior to claiming prize.

7. PRIZES/APPROXIMATE RETAIL VALUE (“ARV”): Listed below are the prizes that will be awarded in this Sweepstakes.

GROWER PRIZE: One (1) Grand Prize Winner will receive a John Deere Gator (Model XUV835M). Total Approximate Retail Value of Prize: \$19,500.

RETAILER PRIZE: One (1) Participating Retailer or retail location who sold the product to the grand prize winner will receive a \$500 Cabela’s gift card. Total Retail Value of Prize: \$500.

Prize consists of only the items specifically listed as the prize. Sponsor reserves the right to substitute the prize with a prize of equal or greater value. All prize details not specified in the Official Rules will be determined in Sponsor’s sole and absolute discretion. Prize is non-transferable. No substitution, cash redemption or transfer of prize by winner permitted. Limitations may apply.

If a Winner is unable or unwilling to accept the prize, he/she will be disqualified and the prize forfeited; in such event, an alternate Winner shall be selected from among all remaining eligible entries received. Prize cannot be substituted or transferred by Winner. If a prize must be forfeited, Winner will not be able to exchange the prize for its cash value. Prize Winner are solely responsible for all income tax, insurance, required safety standards, and other expenses after transfer to prize winner not expressly included. All taxes are the responsibility of the Winner. Winner may be required to sign an IRS Form 1099, Form W-9, or the equivalent. Prize provided by or on behalf of Sponsor.

8. PRIVACY: Participation in the Sweepstakes is subject to the Sponsor’s Privacy Policy, which can be viewed by visiting www.FMC.com/privacy-policy. By participating in this Sweepstakes, entrants acknowledge and agree that all information and material, including any personal information provided in entry materials or prize acceptance documents, will be collected, used and disclosed by Sponsor and its authorized agents, representatives, and other third parties involved in the execution, administration, or hosting of this Sweepstakes, for the purposes of administering the Sweepstakes and prize fulfillment and may be further publicized as described below.

9. PUBLICITY: Except where prohibited, participation in the Sweepstakes constitutes entrant’s consent for Sponsor and its designees to use entrant’s name, likeness, prize information, city and state of residence for promotional purposes in any media without further consideration.

10. GENERAL CONDITIONS: In the event that the operation, security, or administration of the Sweepstakes is impaired in any way for any reason, including, but, not limited to, fraud, virus or other technical problem, the Sponsor may, in its sole discretion, either: (a) suspend the Sweepstakes to address the impairment and then resume the Sweepstakes in a manner that best conforms to the spirit of these Official Rules; or (b) may elect to hold the random drawing

from among all eligible entries received up to the date of discontinuance. The Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the entry process or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion, or in an unsportsmanlike or disruptive manner. Any attempt by any person to undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, the Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

By participating, entrants, winner(s) agree to release and hold harmless Sponsors, and their respective parent companies, subsidiaries, affiliates, advertising and promotions agencies, partners, representatives, agents, successors, assigns, employees, officers and directors, from any and all liability, for loss, harm, damage, injury, cost or expense whatsoever including without limitation, property damage, personal injury and/or death which may occur in connection with, preparation for, travel to, or participation in Sweepstakes, or possession, acceptance and/or use or misuse of prize or participation in any Sweepstakes-related activity and for any claims based on publicity rights, defamation or invasion of privacy and merchandise delivery. Sponsors are not responsible if Sweepstakes cannot take place or if any prize cannot be awarded due to travel cancellations, John Deere equipment delivery delays, whether due to COVID-19 delays or otherwise, or interruptions due to acts of God, acts of war, natural disasters, weather or acts of terrorism.

NO RESPONSIBILITY FOR ERRORS: Released Parties are not responsible for incorrect or inaccurate transfer of entry information, human error, technical malfunction, lost/delayed data transmissions, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, any changes or unavailability of the Facebook service or any combination thereof, inability to access websites, damage to a user's computer system (hardware and/or software) due to participation in this Sweepstakes or any other problem or error that may occur, or for late, lost, inaccurate, incomplete, stolen, misdirected, mechanically reproduced, or illegible entries.

RIGHT TO CANCEL SWEEPSTAKES: Sponsor may, at any time and to the maximum extent permitted by applicable law and in Sponsor's sole discretion, cancel, terminate, modify, or suspend this Sweepstakes. The Sponsor reserves the right in its sole discretion to disqualify any individual who attempts to interfere or tamper with the entry process. **CAUTION: ANY ATTEMPT BY ANY PERSON TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF LAW AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH PERSON TO THE FULLEST EXTENT OF THE LAW.**

11. RELEASE AND LIMITATIONS OF LIABILITY: Except where prohibited, by participating in the Sweepstakes, entrants agree to release and hold harmless the Sponsor and its respective parent entities, franchisees, subsidiaries, affiliates, joint ventures, customers, promotional partners, prize providers, agents and agencies, and their officers, directors and employees (the "Released Parties") from and against any claim or cause of action arising out of participation in the Sweepstakes or receipt or use of any prize, including, but not limited to: (a) unauthorized human intervention in the Sweepstakes; (b) technical errors related to computers, servers, providers, printers or telephone or network lines; (c) printing errors; (d) errors in the administration of the Sweepstakes or the processing of entries; (e) late, lost, or undeliverable mail; or (f) injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Sweepstakes or receipt of any prize or any travel related thereto. Entrant further agrees that in any cause of action, the Released Parties' liability will be limited to the cost of entering and participating in the Sweepstakes and in no event shall the Released Parties be liable for attorney's fees. Entrant waives the right to claim any damages whatsoever, including, but not limited to, punitive, consequential, direct, or indirect damages. If, for any reason, an entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another Sweepstakes entry, if it is possible. Winner acknowledges that Released Parties have not made nor are in any manner responsible or liable for any warranty, representation, or guarantee, express or implied, in fact or in law, relative to any prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose.

12. THIRD-PARTY PLATFORM GUIDELINES. To the extent the Sweepstakes is conducted through any third-party platform, (a) entrant shall adhere to all platform guidelines, and (b) the Official Rules shall be subject to modification, without notice, at Sponsors' sole and absolute discretion, to comply with any governing and platform-specific guidelines or requirements. It is the responsibility of each person participating in the Sweepstakes to comply with third party platform guidelines and to check for any update(s) to the Official Rules. In the event entrants create accounts in order to enter the Sweepstakes more than once, such entrant will be ineligible to participate or win. Multiple posts of duplicate or near duplicate content in a single day may cause entrant to be ineligible to participate or win. Entrants may only post content that they own or have the right to use (post) and entries must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity. Entrants completely release Facebook, Instagram and Twitter from any liability relating to the Sweepstakes and entrants acknowledge that the Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter.

13. DISPUTES: Choice Of Law: Entrant agrees that: (a) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resorting to any form of class action, and exclusively by the United States District Court located in Delaware or the appropriate Delaware State Court; and

(b) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering any Promotion, but in no event attorneys' fees. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and Sponsor's in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Delaware, without giving effect to any choice of law or conflict of law rules (whether of the State of Delaware or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Delaware.

14. DATA COLLECTION. Entrants provide personal information to Sponsor and its designees when they enter the Sweepstakes. Sponsor and its designees collect this information and use it to (a) administer this Sweepstakes and (b) for market research and for other marketing purposes. Sponsor and its designees may share this information with third parties who need access to this information to perform services on Sponsor's behalf. Sponsor may also share this information with select marketing partners, who may use it to contact you with information and offers they believe will be of interest to you. For more information about the ways Sponsor uses and shares personal information collected online through its website, please see the Privacy Policy of Sponsor located at www.FMC.com/privacy-policy. In the event of any conflict between the Privacy Policy and these Official Rules, these Official Rules shall govern.

15. NAME OF WINNER: To request the name of the winner, send a separate, self-addressed, stamped envelope to: FMC Freedom Pass Elevest™ insect control Sweepstakes, Name of Winner Request, Attn: USA Marketing Department- Floor 20, 2929 Walnut Street, Philadelphia, PA 19104. to be received by September 15, 2021.

16. OFFICIAL RULES. These Official Rules are available by sending a self-addressed postage-stamped envelope to: FMC Freedom Pass Elevest™ insect control sweepstakes - Rules Request, Attn: USA Marketing Department- Floor 20, 2929 Walnut Street, Philadelphia, PA 19104. to be received by August 31, 2021.

17. SPONSOR: FMC Corporation, 2929 Walnut Street, Philadelphia, Pennsylvania 19104, U.S.A.

Elevest insect control is a Restricted Use Pesticide. Always read and follow all label directions, precautions and restrictions of use. Some products may not be registered for sale or use in all states. FMC, the FMC logo and Elevest are trademarks of FMC Corporation or an affiliate. Cabela's is a trademark of Cabela's LLC. FMC has no affiliation with Cabela's. John Deere, Gator and the leaping deer symbol are trademarks of Deere & Company. ©2021 FMC Corporation. All rights reserved. 05/21