

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE BAYER "FARM FOR GOOD" SWEEPSTAKES IS INTENDED FOR PLAY IN ARIZONA, FLORIDA, TEXAS, ALABAMA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, VIRGINIA, ARKANSAS, LOUISIANA, MISSISSIPPI, AND MISSOURI ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN ONE OF THE ELIGIBLE STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF ARIZONA, FLORIDA, TEXAS, ALABAMA, GEORGIA, NORTH CAROLINA, SOUTH CAROLINA, TENNESSEE, VIRGINIA, ARKANSAS, LOUISIANA, MISSISSIPPI, AND MISSOURI, WHO ARE 18 YEARS OF AGE OR OLDER (19 OR OLDER IF A RESIDENT OF ALABAMA), AND WHO PLANTED A TOTAL OF AT LEAST 250 ACRES OF ONE OR MORE OF THE FOLLOWING CROPS: COTTON, PEANUTS, SOYBEANS, CORN, AND/OR WHEAT (EACH AN "ELIGIBLE CROP") IN 2018 AND/OR WHO WILL PLANT A TOTAL OF AT LEAST 250 ACRES OF ONE OR MORE ELIGIBLE CROP IN 2019. ONLY THE ORGANIZATIONS NOMINATED ON EACH OF THE TEN (10) SELECTED WINNING ENTRIES WILL RECEIVE A PRIZE (SUBJECT TO VERIFICATION). THE ENTRANTS WHO SUBMITTED THE ENTRIES WILL NOT RECEIVE A PRIZE.**

**BAYER "FARM FOR GOOD" SWEEPSTAKES  
OFFICIAL RULES**

**1. Sponsor:** Bayer CropScience LP ("Sponsor"), 800 North Lindbergh Blvd., St. Louis, MO 631672.

**2. Sweepstakes Entry Period:** The Bayer "Farm for Good" Sweepstakes ("Sweepstakes") will begin on January 1, 2019 at 12:00:00 a.m. Central Time ("CT") and end at 11:59:59 p.m. on March 31, 2019 ("Entry Period").

**3. Eligibility:** Sweepstakes is open to legal residents of Arizona, Florida, Texas, Alabama, Georgia, North Carolina, South Carolina, Tennessee, Virginia, Arkansas, Louisiana, Mississippi, and Missouri (the "Eligible States"), who are 18 years of age or older (19 or older if a resident of Alabama), and who planted a total of at least 250 acres of one or more of the following crops: cotton, peanuts, soybeans, corn and/or wheat (collectively "Eligible Crops", each an "Eligible Crop") in 2018 and/or who will plant a total of at least 250 acres of one or more Eligible Crop in 2019. **Note: For Nominated Organization (defined below) to receive a prize, Nominated Organization must agree to a brief interview with a representative of the Sponsor which may be recorded by a videographer and/or photographer and used by the Sponsor for advertising and marketing purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, except where prohibited by law.** Sweepstakes is void outside of the Eligible States and where prohibited. Officers, directors and employees of Sponsor, Rhea & Kaiser Advertising, Inc., Promotion Activators Management LLC ("Administrator"), their respective parent companies, subsidiaries, divisions, affiliated companies, promotion and advertising agencies and agents, and members of the immediate families (defined for these purposes as parents, spouses, children, siblings and grandparents, and the respective spouses of any of the foregoing, wherever they reside) or households (whether related or not) of any of the above are NOT eligible to participate.

**4. How to Enter:** There are two (2) ways to enter. To enter by mail, complete an official entry form available at participating retailers (while supplies last) and mail in a business-size (#10) envelope with proper postage affixed to Bayer "Farm for Good" Sweepstakes, P.O. Box 6006, Morton Grove, IL 60053. All mail-in entries must be postmarked by March 31, 2019 and received by April 7, 2019 to be eligible. No mechanically reproduced, photocopied, illegible, or incomplete entries will be accepted and all such entries will be void. To enter online, during the Entry Period, go to [www.farmforgood.us](http://www.farmforgood.us), and follow the on-screen directions to submit an entry. Online entries must be received by 11:59:59 p.m. Central Time on March 31, 2019. Entry form, regardless of entry method, must designate one (1) 501c3 charity, municipal organization, or state-funded or accredited educational institution ("Nominated Organization") to be valid. Limit one (1) entry either online or by mail per person/household/e-mail address for the entire Entry Period. No robotic, programmed, script, macro or other automated Entries (collectively "automated entries"). Automated entries or submission of multiple entries during the Entry Period by the same person, with the same email address or from the same household may result in disqualification of all such entries. Entries by any means which subvert the entry process will be void. Released Parties (as defined below) are not responsible for lost, late, stolen, misdirected, damaged, illegible, incomplete, or postage-due entries or mail. Incomplete, illegible or otherwise non-compliant entries will not be acknowledged and will not be included in the Sweepstakes drawing. All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. No other attempted form of entry, including via email or fax, will be accepted. Entrants agree to be contacted by Sponsor with notices and reminders

pertaining to the Sweepstakes. By submitting an entry, you agree to abide by the terms of these Official Rules and the decisions of the Administrator and Sponsor, which will be final in all matters relating to the Sweepstakes.

**5. Drawings:** Each entry received will be assigned to one (1) of four (4) geographical regions corresponding to the State in which the entrant resides, as follows: Texas/Southwest Region includes entries received from residents of Texas and Arizona; Lower Southeast Region includes entries received from residents of Alabama, Georgia, and Florida; Upper Southeast Region includes entries received from residents of North Carolina, South Carolina, Tennessee, and Virginia; Delta Region includes entries received from residents of Arkansas, Louisiana, Mississippi, and Missouri. A total of ten (10) winning entries will be selected as follows: Two (2) entries will be selected in a random drawing conducted by the Administrator from all eligible entries received through both entry methods combined for the Texas Region. Two (2) entries will be selected in a random drawing conducted by the Administrator from all eligible entries received through both entry methods combined for the Southeast Region. Three (3) entries will be selected in a random drawing conducted by the Administrator from all eligible entries received through both entry methods combined for the Mid-Atlantic Region. Three (3) entries will be selected in a random drawing conducted by the Administrator from all eligible entries received through both entry methods combined for the Delta Region. Drawings will be held on or about April 14, 2019. The odds of an entry being selected depends on the number of eligible entries received through both entry methods combined for each respective region. All potential winning entries are subject to verification of eligibility and compliance with these Official Rules.

**6. Ten (10) Prizes:** The Nominated Organization named on each winning entry will receive a \$5,000 donation (“Prize”) made by Sponsor on behalf of the entrant who submitted the entry. The Nominated Organization designated by the entrant on each winning entry is subject to verification of eligibility and to approval by Sponsor. If Sponsor determines in its sole and absolute discretion that making a donation to the Nominated Organization designated on a winning entry could have an adverse impact on the name, image, reputation, goodwill or proprietary rights of Sponsor, that Nominated Organization will not receive a Prize. Instead, Sponsor and the entrant who submitted the entry will mutually agree upon an alternate eligible organization to which the donation will be made (subject to verification). **The entrants who submitted the winning entries will not receive prizes; only the Nominated Organizations designated on the winning entries will receive Prizes (subject to Sponsor approval).** Total value of all Prizes: \$50,000. Under no circumstances will more than ten (10) Prizes be awarded. Prizes will be delivered to the selected Nominated Organizations through a representative of the Sponsor. Prizes are not assignable or transferable except in the sole and absolute discretion of the Sponsor. Nominated Organizations are solely responsible for all federal, state, local and income taxes on the Prize. **NOTE: By participating, each entrant who submitted a winning entry agrees to a brief interview with a representative of the Sponsor which may be recorded by a videographer and/or photographer and used by the Sponsor for advertising and marketing purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation, except where prohibited by law. All photos and videos taken of such entrants may be posted by Sponsor, at Sponsor’s sole discretion, across any or all of Sponsor’s digital and social media assets.**

**7. Notification/Verification:** Each entrant who submitted a winning entry will be notified by overnight mail and will be required to complete an Affidavit of Eligibility and Release of Liability and Publicity (except where prohibited) to be returned within ten (10) days of the date printed on notification letter, or the corresponding Prize may be forfeited, and, at Sponsor’s sole discretion, an alternate winning entry will be selected from all remaining eligible entries in the applicable drawing pool. Once the completed Affidavit of Eligibility and Release of Liability and Publicity is received and entrant’s and his/her designated Nominated Organization’s eligibility is confirmed, an Affidavit of Eligibility and Release of Liability and Publicity (except where prohibited) will be sent to the designated Nominated Organization to be returned within ten (10) days of the date printed on the notification letter, or the Prize may be forfeited, and, at Sponsor’s sole discretion, an alternate winning entry will be selected from all remaining eligible entries in the applicable drawing pool. If any notification described herein is returned as undeliverable or refused, Sponsor or Administrator is unable to contact an entrant who submitted a winning entry or the Nominated Organization named on the winning entry, within a reasonable time-period, or an entrant who submitted a winning entry or the corresponding Nominated Organization is determined, by Sponsor, in its sole and absolute discretion, to not be in compliance with these Official Rules, the applicable Prize may be forfeited and, at Sponsor’s sole discretion, an alternate winning entry will be selected from all remaining eligible entries in the applicable drawing pool, and the above process will be repeated.

**8. Release:** As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release and hold harmless Sponsor, Administrator, Rhea & Kaiser Advertising, Inc., their respective affiliates, subsidiaries, retailers and agents, and each of their respective officers, directors, employees and agents (“Released Parties”), from and against any and all liability, loss or damage incurred with respect to entrant’s participation in the Sweepstakes, the administration of the Sweepstakes or the awarding of Prizes; (b) under no circumstances will any entrant or Named Organization be permitted to obtain awards for, and each entrant and Named Organization hereby knowingly and expressly waive, to the extent allowed by applicable law, all rights to claim, punitive, incidental, consequential or any other damages, other than for actual out-of-pocket expenses and/or any rights to have damages multiplied or otherwise increased; (c) all causes of action arising out of or connected with this Sweepstakes, or any Prize awarded, shall be resolved individually, without resort to any form of class action; and (d) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys’ fees and court costs.

**9. Publicity:** Except where prohibited by law, each entrant who submitted a winning entry grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph/video, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation.

**10. General Conditions:** Sponsor and Administrator are not responsible for lost, late, misdirected, undelivered, incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in the Sweepstakes, by entrants, or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, technical failures, human error or any other factor beyond Sponsor’s reasonable control impair the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will award the Prizes in separate random drawings from among all eligible, non-suspect entries received in each Region prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, or network connections that are human or technical in nature. 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 deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor’s failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. In the event there is a discrepancy or inconsistency between disclosures or other statements contained in any Sweepstakes-related materials or made by any of the Released Parties, and the terms and conditions of these Official Rules, these Official Rules shall prevail, govern and control.

**11. Binding Arbitration:** Any controversy or claim arising out of or relating to this Sweepstakes shall be settled by binding arbitration in a location determined by the arbitrator as set forth herein (provided that such location is reasonably convenient for claimant), or at such other location as may be mutually agreed upon by the parties, in accordance with the procedural rules for commercial disputes set forth in the Comprehensive Arbitration Rules and Procedures of JAMS (“JAMS Rules and Procedures”) then prevailing, and judgment upon the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The arbitrator shall be selected pursuant to the JAMS Rules and Procedures. The arbitrator shall apply Missouri law consistent with the Federal Arbitration Act and applicable statutes of limitations and shall honor claims of privilege recognized at law. In the event that the claimant is able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, Sponsor will pay as much of the claimant’s filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. If any part of this arbitration provision is deemed to be invalid, unenforceable or illegal (other than that claims will not be arbitrated on a class or representative basis), or otherwise conflicts with the rules and procedures established by JAMS, then the balance of this arbitration provision shall remain in effect and shall be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting provision were not contained herein. If, however, the portion that is deemed invalid, unenforceable or illegal is that claims will not be arbitrated on a class or representative basis, then the entirety of this arbitration provision shall be null and void, and neither claimant nor Sponsor shall be entitled to arbitrate their dispute. Upon filing a demand for arbitration, all parties to such arbitration shall have the right of discovery, which discovery shall be completed within sixty (60) days after the demand for arbitration is made, unless further extended by mutual agreement of the parties.

THE ARBITRATION OF DISPUTES PURSUANT TO THIS PARAGRAPH SHALL BE IN THE ENTRANT'S INDIVIDUAL CAPACITY AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN THE CLAIMS OF OTHER PERSONS OR PARTIES WHO MAY BE SIMILARLY SITUATED. DO NOT ENTER THIS SWEEPSTAKES IF YOU DO NOT AGREE TO HAVE ANY CLAIM OR CONTROVERSY ARBITRATED IN ACCORDANCE WITH THESE OFFICIAL RULES. BY PARTICIPATING IN THE SWEEPSTAKES, EACH ENTRANT AGREES THAT TO THE EXTENT PERMITTED BY APPLICABLE LAW: (1) ANY AND ALL DISPUTES, CLAIMS AND CAUSES OF ACTION ARISING OUT OF OR CONNECTED WITH THE SWEEPSTAKES, OR ANY PRIZE AWARDED, WILL BE RESOLVED INDIVIDUALLY THROUGH BINDING ARBITRATION AS SET FORTH ABOVE, WITHOUT RESORT TO ANY FORM OF CLASS ACTION AND (2) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONEY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY SET FORTH ABOVE AND IN SECTION 8(B)-(D), SO SUCH LANGUAGE MAY NOT APPLY TO EVERY ENTRANT.

**12. Governing Law & Jurisdiction:** This Sweepstakes and its Official Rules are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of Missouri, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of Missouri in the City of St. Louis.

**13. Severability:** The invalidity or unenforceability of any provision of these Official Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Official Rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

**14. Entrant's Personal Information:** Please see the privacy policy located at <https://www.cropscience.bayer.us/privacy-statement> for details of Sponsor's policy regarding the use of personal information collected in connection with this Sweepstakes. If your entry is selected as a winning entry, your information may also be included in a publicly available list of winners.

**15. Winners and Corresponding Entrants List:** Send a self-addressed stamped envelope by June 14, 2019 to: Bayer Farm for Good Winners, 5550 Touhy Ave, Suite 403, Skokie, IL 60077. The Prize winners and names of the entrants who submitted winning entries will be mailed once winners have been confirmed.

**16. Administrator:** Promotion Activators Management LLC, 5550 Touhy Ave, Suite 403, Skokie, IL 60077.

**17. Sponsor:** Bayer CropScience LP, 800 North Lindbergh Blvd., St. Louis, MO 631672.

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