



NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE VELUM ONE "NEMATODE RANGER" BAYER ATV SWEEPSTAKES ("SWEEPSTAKES") IS OPEN ONLY TO INDIVIDUALS WHO: (A) ARE LEGAL RESIDENTS OF, AND CURRENTLY RESIDING WITHIN, CALIFORNIA OR ARIZONA ONLY; (B) ARE 18 YEARS OF AGE OR OLDER; AND (C) OWN, OPERATE OR MANAGE A COMMERCIAL FARM LOCATED IN CALIFORNIA OR ARIZONA, OR ARE EMPLOYED AS AN ARIZONA OR CALIFORNIA-LICENSED PEST CONTROL ADVISOR. (SEE COMPLETE ELIGIBILITY REQUIREMENTS IN RULE 3, BELOW.) VOID OUTSIDE CALIFORNIA AND ARIZONA AND WHERE PROHIBITED. THE SWEEPSTAKES WILL BE GOVERNED BY APPLICABLE U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN CALIFORNIA OR ARIZONA AT THE TIME OF ENTRY. THIS SWEEPSTAKES IS NOT OPEN TO THE GENERAL PUBLIC.

**VELUM® ONE "NEMATODE RANGER" BAYER ATV SWEEPSTAKES
OFFICIAL RULES**

1. Sponsor: Bayer CropScience LP ("Sponsor"), 800 North Lindbergh Blvd., St. Louis, MO 63167

2. Sweepstakes Entry Period: The Sweepstakes begins on October 14, 2018 at 12:00:00 a.m. Eastern Time ("ET") and ends February 15, 2019 at 11:59:59 p.m. ET ("Sweepstakes Entry Period").

3. Eligibility: Sweepstakes is open only to legal residents of California and Arizona, 18 years of age or older, who own, operate, or manage a commercial farm located in California or Arizona, or who are employed as an Arizona or California-licensed pest control advisor, as of the date of entry and continuing through the date of prize award. **Note: As a condition of receiving the prize, winner 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. If you do not agree with this requirement, then do not enter the Sweepstakes.** Sweepstakes is void outside of California and Arizona, and where prohibited by law. Officers, directors and employees of Sponsor, BBDO Atlanta, 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 as including spouse, biological, adoptive and step-parents, grandparents, siblings, children and grandchildren, and each of their respective spouses, regardless of where they reside) or households (whether related or not) of any of the above are NOT eligible to participate in the Sweepstakes. In addition to the above, employees of companies that manufacture products that compete with the Sponsor's products, in Sponsor's sole determination, are NOT eligible to participate. Non-eligibility or non-compliance with any of these Official Rules will result in disqualification. The Sweepstakes is subject to all applicable federal, state and local laws and regulations.

4. How to Enter: To enter, during the Sweepstakes Entry Period, go to www.VelumOneSweepstakes.com ("Website") and follow the onscreen directions to enter the Sweepstakes. Limit: one (1) entry per eligible person/household, per day. Entries submitted by any person/household in excess of the stated daily limit will be void and may subject the person responsible to disqualification of him/herself and all of his/her entries, in the Sponsor's discretion. No robotic, programmed, script, macro or other automated entries (collectively "automated entries"). Entries by any means which subvert the entry process, in the Sponsor's determination, will be void. All entries become the exclusive property of Sponsor and will not be returned or acknowledged except as provided herein. By submitting an entry, you agree to abide by and be bound by these Official Rules and the decisions of the Administrator, which shall be final, binding and non-appealable in all matters related to the Sweepstakes.

5. Drawing: One (1) winner will be selected in a random drawing conducted by the Administrator on or about February 20, 2019 from among all eligible entries received in accordance with these Official Rules. Odds of winning depend on the number of eligible entries received.

6. Prize: One (1) winner will receive a “Velum One Nematode Ranger” 2018 Polaris RGR 570 Full All-Terrain Vehicle and a Karavan trailer (together “Prize”). Approximate retail value (“ARV”): \$14,500. ARV is as of the printing of these rules. Any difference between Prize value as stated herein and at the time of Prize delivery will not be awarded. Winner acknowledges that Sponsor has not made, nor is in any manner responsible or liable for, any warranty, representation, or guarantee, express or implied, in fact or in law, relative to the Prize, including but not limited to its quality, mechanical condition or fitness for a particular purpose. Any and all warranties and/or guarantees on the Prize (if any) are subject to the manufacturer’s terms therefor, and winner agrees to look solely to such manufacturer for any such warranty and/or guarantee. **BY ACCEPTING PRIZE, WINNER ACKNOWLEDGES THE INHERENTLY DANGEROUS NATURE AND RISK IN RIDING ATV VEHICLES, INCLUDING, WITHOUT LIMITATION, PERSONAL INJURY AND/OR DEATH, AND SHALL ASSUME ALL RESPONSIBILITY AND LIABILITY FOR SUCH RISKS.** Prize is non-transferable, and no cash equivalent or substitution of Prize is offered, except at the sole discretion of the Sponsor. If the Prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute Prize, or portion thereof, with another prize of equal or greater value. **Winner will be solely responsible for all federal, state and/or local income taxes on the Prize, and for any other fees or costs associated with the Prize,** regardless of whether it, in whole or in part, is used. The winner will be required to provide Sponsor with a valid social security number or tax identification number for tax reporting purposes as a condition of being awarded the Prize. **Winner will be issued an IRS Form 1099-MISC for Prize. Winner will be responsible for picking up the Prize at Sponsor’s facility located in Fresno, CA. If winner resides more than 150 miles from Fresno, CA, Sponsor will arrange for delivery of Prize. NOTE: By accepting the Prize, winner 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. All photos and videos taken of the winner and/or winner’s farm (if applicable) may be posted by Sponsor, at Sponsor’s sole discretion, across any or all of Sponsor’s digital and social media assets.**

7. Winner Notification/Verification: Potential winner will be notified by overnight mail and will be required to complete an Affidavit of Eligibility and Release of Liability and Publicity, which must be returned within ten (10) days of the date printed on winner’s notification letter, or Prize will be forfeited, and, at Sponsor’s sole discretion, an alternate winner will be selected from all remaining eligible entries received. If prize notification is returned as undeliverable or refused, Sponsor or Administrator is unable to contact the potential winner within a reasonable time-period, or the Sponsor determines the potential winner is not in compliance with these Official Rules, Prize will be forfeited and at Sponsor’s sole discretion, an alternate winner will be selected from all remaining eligible entries received. Potential winner may be required to provide proof of employment as either a commercial farmer or pest control advisor.

8. General: Sponsor reserves the right, at its sole discretion, to disqualify any entrant from this Sweepstakes or any other promotion conducted now or in the future by Sponsor or any of its affiliates if Sponsor suspects or finds entrant to be: (i) violating the Official Rules; (ii) tampering or attempting to tamper with the entry process or the operation of the Sweepstakes or the Website; (iii) acting in an unsportsmanlike or disruptive manner, or with the intent to annoy, abuse, threaten or harass any other person; or (iv) attempting to undermine the legitimate operation of the Sweepstakes by cheating, hacking, deception, or other unfair playing practices or intending to annoy, abuse, threaten or harass any other entrants, Administrator, Sponsor or Sponsor’s representatives. If Sponsor or Administrator suspects that an entrant has engaged in an unsportsmanlike or disruptive manner, the entrant will be contacted as soon as practicable. **ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE THE WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS SWEEPSTAKES MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR WILL DISQUALIFY ANY SUCH INDIVIDUAL AND RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS’ FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW, AND TO BAN OR DISQUALIFY SUCH INDIVIDUAL FROM THIS AND FUTURE SWEEPSTAKES.**

9. Publicity: By accepting the Prize, winner 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, likeness, photograph, videotaped or filmed image, city and state of residence, and/or Prize information for promotional purposes in any media worldwide without territorial, time or other use limitation, and without further notice or compensation.

10. Limitation of Liability: As a condition of entering, entrants agree (and agree to confirm in writing, if requested) to release, discharge and hold harmless Sponsor, Administrator, BBDO Atlanta, their respective parent companies, affiliates, subsidiaries, distributors, suppliers and advertising and promotion agencies associated with the Sweepstakes, and the respective directors, officers, agents and employees of each of the foregoing (collectively, the "Released Parties") from and against any and all claims, actions, damages, demands and liabilities of whatever nature or kind, including death, to persons or property, arising out of, or in connection with, the entrant's participation or attempted participation in the Sweepstakes, and/or the acceptance, use, misuse or possession of the Prize (if applicable).

Without limiting the generality of the foregoing, the Released Parties are not responsible for (i) the incorrect or inaccurate capture of entry information for any reason; (ii) late, lost, stolen, damaged, misdirected, garbled or incomplete entries, transmissions or transactions, entries that are altered or otherwise irregular, have been submitted through illicit means or do not conform with or satisfy any or all of the conditions of the Official Rules; (iii) any loss, damage, or claims caused by, or in any way related to, the awarded Prize or the Sweepstakes itself; (iv) failure of the Website or any operations or transmission of information during the Sweepstakes Entry Period, including, without limitation, any problems, human, production or technical errors, lost, delayed, garbled or corrupted data or transmissions, omissions, interruptions, deletions, defects or failures of any telephone or transmission lines, technical malfunctions of any computer on-line systems, servers, access providers, computer equipment, software, failure of any entry to be received on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof including, without limitation, any injury or damage to an entrant's or any other person's computer related to or resulting from participating in or downloading any material connected to the Sweepstakes, all of which may affect a person's ability to participate in the Sweepstakes; (v) any typographical or other error or omission in any printing or advertising relating to the Sweepstakes, in the administration or execution of the Sweepstakes, or in the announcement or notification of the Prize winner; (vi) the security or privacy of information transmitted via computer networks or for breaches of privacy due to interference by third party computer "hackers" or otherwise; (vii) any claims regarding the accepting, arranging, awarding or use of the Prize; (viii) electronic communications which are undeliverable as a result of any form of active or passive filtering of any kind; or (ix) cheating or fraud by any participant.

Entry material/data that has been tampered with or altered is void. Sponsor reserves the right, at its sole discretion, to amend the Official Rules for clarification purposes, at any time, in any way, and without prior notice, without materially affecting the terms and conditions of the Sweepstakes.

Without limiting the foregoing, if for any reason the Sweepstakes is not capable of running as originally planned, including should any virus, worm, bug, technical failures, unauthorized human intervention, or other causes corrupt or affect the administration, security, fairness or proper conduct of the Sweepstakes, Sponsor reserves the right to modify, terminate or suspend this Sweepstakes. In the event of termination before the intended end date of the Sweepstakes Entry Period, Sponsor will select the Prize winner in a random drawing from among all eligible, non-suspect entries received up to date/time of such termination, or up to the date/time of the situation warranting such termination.

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

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: (i) 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; (ii) ANY AND ALL CLAIMS, JUDGMENTS AND AWARDS WILL BE LIMITED TO ACTUAL THIRD-PARTY, OUT-OF-POCKET COSTS INCURRED (IF ANY), BUT IN NO EVENT WILL ATTORNEYS' FEES BE AWARDED OR RECOVERABLE; (iii) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN ANY AWARD FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES ALL RIGHTS TO SEEK, PUNITIVE, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, LOST PROFITS AND/OR ANY OTHER DAMAGES, OTHER THAN ACTUAL OUT OF POCKET EXPENSES, AND/OR ANY RIGHTS TO HAVE DAMAGES MULTIPLIED OR OTHERWISE INCREASED; AND (iv) ENTRANT'S REMEDIES ARE LIMITED TO A CLAIM FOR MONETARY DAMAGES (IF ANY) AND ENTRANT IRREVOCABLY WAIVES ANY RIGHT TO SEEK INJUNCTIVE OR EQUITABLE RELIEF. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO RELEVANT PORTIONS OF THE ABOVE MAY NOT APPLY TO EVERY ENTRANT.

12. Governing Law & Jurisdiction: 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 without giving effect to the conflict of laws rules (whether of Missouri or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than Missouri), and any matters or proceedings which are not subject to arbitration as set forth above in Rule 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 Saint Louis.

13. 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 you are selected as the winner, your information may also be included in a publicly available winner's list.

14. Rules Govern: In the event of any discrepancy or inconsistency between these Official Rules and disclosures or other statements contained in any Sweepstakes-related materials or made by any representative of Sponsor, these Official Rules shall prevail, govern and control.

15. Winner's Name: For the name of the winner, send a self-addressed stamped envelope by April 20, 2019 to: Velum One Nematode Ranger Bayer ATV Winner, 5550 Touhy Ave, Suite 403, Skokie, IL 60077. The winner's name will be mailed once winner has been confirmed.

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

ABBREVIATED RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCE OF WINNING.

Sweepstakes begins 10/14/18 at 12:00:00 a.m. ET and ends 2/15/19 at 11:59:59 p.m. ET. Open to legal residents of California and Arizona, 18 years of age or older, who own, operate, or manage a commercial farm, or who are employed

value (“ARV”): \$14,500. **As a condition of prize acceptance, winner must participate in a brief interview with Sponsor which may be filmed and shown publicly.** Odds of winning depend on the number of eligible entries received. Void outside CA & AZ, and where prohibited. Go to <http://www.velumonesweepstakes.com/> for Official Rules. Sponsor: Bayer CropScience LP, 800 North Lindbergh Blvd., St. Louis, MO 63167.