

**NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE VELUM PRIME POTATO EXPO SWEEPSTAKES (“SWEEPSTAKES”) IS ONLY OPEN TO LEGAL RESIDENTS OF THE 50 UNITED STATES AND THE DISTRICT OF COLUMBIA (“D.C.”), WHO ARE 18 YEARS OF AGE OR OLDER AND WHO HAD PURCHASED ADMISSION TO THE 2019 POTATO EXPO IN AUSTIN, TEXAS BEFORE JANUARY 9, 2019. THE SWEEPSTAKES IS GOVERNED BY U.S. LAW AND IS VOID WHERE PROHIBITED.**

**VELUM PRIME POTATO EXPO SWEEPSTAKES  
OFFICIAL RULES**

**1. Sponsor:** Bayer CropScience LP (“Sponsor”), 800 North Lindbergh Boulevard, Saint Louis, MO 63167.

**2. Sweepstakes Entry Period:** The Sweepstakes will run for two (2) days, from January 9, 2019 to January 10, 2019. The entry period for January 9, 2019 will begin at approximately 11:00 a.m. Central Time (“CT”) and end at approximately 6:30 p.m. CT. The entry period for January 10, 2019 will begin at approximately 8:00 a.m. CT and end at approximately 5:00 p.m. CT. Collectively, these dates and times represent the Sweepstakes Entry Period. Dates and times may be subject to change.

**3. Eligibility:** Sweepstakes is open only to legal residents of the 50 United States and D.C., who are 18 years of age or older and who had purchased admission to the 2019 Potato Expo in Austin, Texas before January 9, 2019. Sweepstakes is void where prohibited. Officers, directors and employees of Sponsor, BBDO Atlanta, Inc. (“Administrator”), their 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) or households (whether related or not) of any of the above are NOT eligible to participate.

**4. How to Enter:** To enter, you must visit the Velum Prime booth located at the Potato Expo (the “Expo”) during the Sweepstakes Entry Period and complete an online entry form using the tablet computer made available by a Velum Prime representative at the Expo. The Expo will take place in Austin, TX from January 9 – January 10, 2019. Sponsor has no control over the Expo dates and hours and will not be responsible in any way if the Expo is delayed, postponed or cancelled, in whole or in part. No entries will be accepted after approximately 5:00 p.m. CT on January 10, 2019. Limit: one entry per eligible entrant during the entire Sweepstakes Entry Period. Entries submitted by any person in excess of the stated limit will be void. Multiple entries by the same person will result in disqualification of all such entries. No mechanically reproduced, illegible, or incomplete entries will be accepted, and all such entries will be void. Entries by any means which subvert the entry process will be void. Promotion Parties (as defined below) are not responsible for lost, late, stolen, misdirected, damaged, illegible, or incomplete entries. Incomplete or illegible 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. By submitting an entry, you agree to abide by the terms of these Official Rules. For a copy of these Official Rules, ask a representative at the booth.

**5. Drawing:** Six (6) winners will be selected in a random drawing conducted by the Administrator on or about January 14, 2019. Odds of winning depend on the number of eligible entries received.

**6. Prizes:** One (1) Tier 1 Prize: Grand Prize winner will receive a Traeger Bronson 20 Pellet Grill. Approximate retail value (“ARV”): \$489.05. Two (2) Tier 2 Prizes: Each Tier 2 Prize winner will receive a YETI Hopper 8 Cooler and a Bayer Branded Black YETI 20 oz. Rambler. ARV: \$251.93 each. Three (3) Tier 3 Prizes: Each Tier 3 Prize winner will receive a 44 Farms Steak Package. ARV: \$100 each. Total ARV of prizes: \$1,292.91. Prizes will be delivered through a representative of the Sponsor within 6-8 weeks after verification of winner. Prizes may not be redeemed for cash or substituted. Prizes are not assignable or transferable except that Sponsor reserves the right to substitute a prize of equal or greater value due to unavailability or otherwise in its sole and absolute discretion. Any costs, expenses or incidentals are the responsibility of the winners as are all federal, state, local and income taxes on the prize. All prize details not provided herein (including without limitation the color, size, brand, and version) shall be determined by Sponsor in its sole discretion.

Winner acknowledges that Promotion 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. Any and all warranties and/or guarantees on a prize (if any) are subject to the respective manufacturers' terms therefore, and winners agree to look solely to such manufacturers for any such warranty and/or guarantee.

**7. Winner Notifications/Verifications:** Potential winners will be notified by phone and/or email and will be required to confirm their mailing address and eligibility within ten (10) days of the date the notification is sent, or prize will be forfeited, and, at Sponsor's sole discretion, an alternate winner will be selected from all remaining eligible entries received. If a prize or prize notification is returned as undeliverable or refused, Sponsor or Administrator is unable to contact a potential winner within a reasonable time-period, or a 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. By accepting a prize, winners agree to be bound these Official Rules and the decisions of the Administrator and Sponsor.

**8. Release:** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and agree to confirm in writing): (a) to release Sponsor, Administrator, their affiliates, subsidiaries, retailers and agents, and each of their officers, directors, employees and agents ("Promotion Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; (b) UNDER NO CIRCUMSTANCES WILL ANY ENTRANT BE PERMITTED TO OBTAIN AWARDS FOR, AND ENTRANT HEREBY KNOWINGLY AND EXPRESSLY WAIVES 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, JUDGEMENTS 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, by participating in the Sweepstakes and/or accepting a prize, each entrant grants (and agree to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use their 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 is 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 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, 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 randomly award the prizes from among all eligible, non-suspect entries received 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.

**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, 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 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 a winner, your information may also be included in a publicly available winner's list.

**14. Winners' Names:** Send a self-addressed stamped envelope by March 14, 2019 to: Velum Prime Potato Expo Sweepstakes Winners, 3500 Lenox Rd, Atlanta, GA 30326. The winners' names will be mailed once winners have been confirmed.

**15. Administrator:** BBDO Atlanta, 3500 Lenox Rd, Atlanta, GA 30326.

**16. Sponsor:** Bayer CropScience LP, 800 Lindbergh Blvd, Saint Louis, MO 63167.

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