

# BASF Pollinator Week Sweepstakes

## Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. **SEE BELOW FOR DETAILS.**

**1. Eligibility:** The BASF Pollinator Week (the “Sweepstakes”) is open only to those who are (1) legal residents of the continental United States and the District of Columbia (2) follow the Living Acres Facebook page and (3) at least 18 years of age or the age of majority in the jurisdiction where they reside, whichever is greater, at the time of entry.

Employees, contractors, directors, officers and agents of BASF (“Sponsor”), and each of Sponsor’s parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside the United States and where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

**2. Sponsor:** The Sponsor of the Sweepstakes is BASF Corporation, 26 Davis Drive, Research Triangle Park, NC 27709.

**3. Sweepstakes Entry Period:** The Sweepstakes begins on Monday, June 22, 2020 at 12:00 am Eastern Daylight Time (“ET”) and ends on Friday, June 26, 2020 at 5:00 p.m. ET (the “Entry Period”). All entries must be received before the Sweepstakes Entry Period end time/date to be valid.

**4. How to Enter:** During the Entry Period, you must follow the Living Acres Facebook Page and like or comment on a BASF Pollinator Week Sweepstakes post to be eligible for the Sweepstakes. BASF employees will put all entries into a drawing to win a prize (See sections 6 and 7 below). You may enter only once, and only one entry will be counted for the Sweepstakes. Sponsor and its agents, affiliates, subsidiaries, representatives and service providers may use the personal information submitted with entry for purposes of prize fulfillment and marketing of their products or services. The Sponsor will not sell personal information.

Sponsor is not responsible for lost, late, illegible, misdirected, or incomplete entries, incorrect or inadvertent deletion or filing of an entry; or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by the Sponsor. No facsimiles or mechanical reproductions of entries allowed. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple identities or entries. Any entrant who attempts to enter under multiple identities or entries, will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion.

**5. Entrant Verification:** At the end of Entry Period, Sponsor will review and verify all entries. Any entrant who is found not to be eligible for this Sweepstakes will be disregarded and will not be eligible for any prizes. Ineligible individuals will not receive notification or any correspondence from Sponsor.

**6. Prize Drawing:** Individuals who do not follow all of the instructions and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. You may enter only once, and only one entry will be counted for the Sweepstakes. The odds of winning depend on the number of eligible entries received.

**Grand Prize:** *There will be one (1) Grand Prize Sweepstakes winner randomly selected from among all eligible entrants – which will be announced at approximately 12:00 p.m. ET on June 27, 2020. The winner will be selected as follows:* the Sponsor will, after the Entry Period once Sponsor has reviewed and verified all entries, determine the Grand Prize Winner by randomly selecting one (1) entrant. The entrant whose name is randomly selected will be the potential winner. The method of the random selection will be determined in Sponsor’s sole discretion. Grand Prize Winner will be announced on Facebook at approximately 12:00 p.m. ET on June 27, 2020. BASF will contact the winner within one (1) business day of the announcement of the Grand Prize Winner. If winner cannot be contacted, is ineligible or fails to claim the prize and confirm mailing address within seven (7) days from the time award notification was sent, the prize may be forfeited. Sponsor or its agent will mail or electronically deliver the prize, within the continental United States and the District of Columbia.

**Secondary Prizes:** *There will be twenty-five (25) Secondary Prize Sweepstakes winners randomly selected from among all eligible entrants – which will be announced at approximately 12:00 p.m. ET on June 27, 2020. The winners will be selected as follows:* the Sponsor will, after the Entry Period once Sponsor has reviewed and verified all entries, determine the Secondary prize winners by randomly selecting twenty-five (25) entrants. A Grand Prize winner will not be eligible for a Secondary Prize. The entrants whose names are randomly selected will be a potential winner. The method of the random selection will be determined in Sponsor’s sole discretion. Secondary Prize Winners will be announced on Facebook at approximately 12:00 p.m. ET on June 27, 2020. BASF will contact the winners within one (1) business day of the announcement of the Grand Prize winner. If a winner cannot be contacted, is ineligible or fails to claim the prize and confirm mailing address within seven (7) days from the time award notification was sent, the prize may be forfeited. Sponsor or its agent will mail the prize, within the continental United States and the District of Columbia, to the Sweepstakes winner covering shipping charges. Please allow at least 45 days for delivery of the Secondary Prize.

**The Sponsor reserves at its sole discretion the right to not award the prize or to determine an alternate winner in accordance with the Official Rules in the event that a winner has been disqualified, cannot be contacted, or is deemed ineligible for any reason.**

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to be deemed the winner, the potential winner agrees to all terms herein, including but not limited to, the Publicity and Personal Information section, or prize may be forfeited.

If the potential winner is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner by conducting a random drawing from among all eligible entrants. By participating in this Sweepstakes you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; and (c) in the event that you do not comply with these rules, you will be disqualified and your prize (if any) will be forfeited.

**7. Prizes:**

**One (1) Grand Prize Winner will receive a 1-year family level membership to a local museum of their choice, not to exceed US \$200 (inclusive of all fees - including but not limited to taxes and shipping).** Grand Prize Winner must notify Sponsor, or its agent, of which local museum it wishes to receive a 1-year family level membership so it may be acquired before December 31, 2020. Sponsor or its agent will mail or electronically deliver the prize, within the continental United States and the District of Columbia.

**Twenty five (25-Five (25) Secondary Prize Winners will receive a one pollinator seed mix and a garden tool (Estimated retail value of \$30).** The pollinator seed mix is a blend of perennial and annual flowers that attracts monarch butterflies, honey bees, bumblebees, and other native pollinators. In the event the seed mix is not permitted to be sent to the entrant for any reason, as determined by Sponsor in its sole discretion, the entrant shall be considered ineligible to receive the seed mix.

Sponsor does not make, nor in any manner is 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, fitness for purpose or mechanical condition. Winner will be responsible for all fees required in claiming the prize, applicable taxes as well as all other expenses relating to the receipt and use of prize. All other costs and liabilities not specifically stated herein as being awarded are the responsibility of the winner. All taxes are the sole responsibility of the winner, regardless of whether prize is used in whole or in part. All prize details not specified herein are at Sponsor's sole discretion. Sponsor may provide the winner with a W-9 which winner must complete and return to Sponsor for tax reporting purposes or prize may be forfeited, in Sponsor's sole discretion. Prize winner may be issued an IRS 1099 form for the value of the prize. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Prize winners will be solely responsible for all federal, state and/or local taxes and for any other fees or costs associated with the prizes they receive, regardless of whether it, in whole or in part, is used. The winner may be required to provide Sponsor with a valid social security number or tax identification number before the prize will be awarded for tax reporting purposes. Winner may be issued an IRS 1099 form for prize. Odds of winning depend upon the number of eligible entries received. Federal, state and local taxes and any fees and expenses related to acceptance and use of the prize not specifically stated herein remain the sole responsibility of the winner. Sponsor will not replace any lost or stolen prizes. Facebook Inc. is not a sponsor of this Sweepstakes, and the Sweepstakes has not been authorized or otherwise approved by Facebook Inc.. THE SWEEPSTAKES AND PRIZE ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

**8. Release:** As a condition of entering, entrants (or their parent or legal guardian if an eligible minor) agree (and by entering hereby agree in writing): (a) to release Facebook Inc., Sponsor and its 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, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. No prizes more than the prize set forth herein will be awarded.

**9. Publicity and Personal Information:** Except where prohibited by law, each 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, photograph, 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. Information collected from entrants is subject to the Sponsor's Privacy Policy. Available at <http://agproducts.basf.us/privacy-policy.html>

**10. General Conditions:** Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect or inaccurate entry information whether caused by Internet users or 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, bugs, virus, 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 prize 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, the website, 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, the website, 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. Disputes:** Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the US District Court for the Eastern District of North Carolina, or the appropriate North Carolina state court sitting in Durham County, NC; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules (whether of the State of North Carolina and or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

**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 the Sweepstakes 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 North Carolina, 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 North Carolina in the City of Durham.

**13. Winner's List:** For a list of the winners, mail a self-addressed, stamped envelope to: BASF, ATTN: Chip Shilling, 2 TW Alexander Drive, RTP, NC 27709, USA. Requests must be received by August 1, 2020.