

BASF 2021 Living Acres Monarch Challenge Giveaway

Official Rules

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

1. Eligibility

The BASF 2021 Living Acres Monarch Challenge Giveaway (the "Giveaway") is open only to legal residents of the continental United States, as well as the States of Alaska and Hawaii plus the District of Columbia. Entrants must be eighteen (18) years or older, or the age of majority in their state of residence, at the time of entry. **To qualify for a gift, entrants must be a farmer or farm family in a permitted location as outlined in section 5 below.** Directors, officers, employees, agents and representatives of BASF Corporation and its subsidiaries, affiliates, or advertising agencies, or directors, officers, employees, agents and representatives of any company or individual responsible for the design, production, execution or distribution of the Giveaway as well as the immediate family members (spouse, parents and step-parents, siblings and step-siblings, and children and stepchildren) and household members (people who share the same residence at least three (3) months out of the year) of any of these entities are not eligible to enter or receive a gift. The Giveaway is void in Guam, Puerto Rico, the U.S. Virgin Islands, and where prohibited by law. The Giveaway is subject to all applicable federal, state and local laws and regulations. By entering, the entrant certifies the entrant's eligibility and agrees to be bound by these Official Rules. Sponsor reserves the right to verify the eligibility of the entrants. Sponsor's decisions are final and binding in all matters related to the Giveaway.

2. Sponsor

The Sponsor of the Giveaway is BASF Corporation, 26 Davis Drive, Research Triangle Park, NC 27709.

3. How to Enter

To enter the Giveaway, entrants must complete the Living Acres Monarch Challenge form on www.milkweedplease.com or <https://basfcorp-mkt-prod1-m.adobe-campaign.com/lp/living-acres>. Entrants will be required to submit their first name, last name, mailing address, city, state, zip code, phone number, date of birth and email address. Only one entry per household will be accepted. Entries must include all elements listed above to qualify. Only entries that are complete will be eligible for a gift. The Sponsor and its agents, affiliates, subsidiaries, representatives and service providers may use the personal information submitted with entry for purposes of gift fulfillment and marketing of their products or services, subject to the Sponsor's Privacy Policy available at <https://www.basf.com/us/en/legal/data-protection.html>. The Sponsor will not sell personal information.

4. Deadline for Entry

Sponsor will accept submissions timestamped by 11:59 PM CST May 2, 2021. In the event gifts are still available, submissions timestamped after 11:59 PM CST May 2, 2021 may be accepted by Sponsor in its sole discretion.

Gifts will be available until supplies last (see Gift section). The Sponsor and its agencies are not responsible for lost, late, incomplete, damaged, stolen, misdirected, or illegible 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.

5. Qualified Entries

Entrants listed as a farmer may be matched against a U.S. farmer database to determine eligibility. Those entries identified as a farmer that match the database either by name, farm name or mailing address will be accepted as a qualified entry.

In addition, entrants must be located in a state/region where the gift is permitted to be sent. Any entrant who is found not to be eligible for this Giveaway will be disregarded and will not be eligible. Ineligible individuals will not receive notification or any correspondence from Sponsor.

6. Gifts

The first 1000 qualified entrants will receive a gift valued at \$30.00. The gift package may contain a flat of a milkweed species (*asclepias tuberosa* or *asclepias incarnata*). In the event the gift 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.

Limit one gift per household. Gifts will be available until supplies last.

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 gift including but not limited to its quality, fitness for purpose or merchantability. THE GIVEAWAY AND GIFT 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. Eligible entrants receiving a gift will be responsible for all applicable taxes relating to the receipt and use of gift. All other costs and liabilities not specifically stated herein as being awarded are the responsibility of the eligible entrants. All gift details not specified herein are at Sponsor's sole discretion. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Gift is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. Sponsor will not replace any lost or stolen prizes.

7. Entry Conditions and Release

By entering, each entrant agrees to indemnify, release and hold harmless the Sponsor, and its subsidiary and affiliated companies, any organizations responsible for sponsoring, fulfilling, administering, advertising or promoting the Giveaway, and the past and present directors, officers, employees, agents and representatives of each (collectively, the "Released Parties") from and against any and all claims and causes of action, including, but not limited to, negligent or intentional breach of privacy, whether based on misappropriation, intrusion, public disclosure of private facts, false light in the public eye or other legal theory, defamation, slander, libel, violation of right of publicity, infringement of trademark, copyright or other intellectual property rights, property damage, or death or personal injury, arising from or relating to an entrant's participation in the Giveaway and/or design, delivery, application and/or use of the gift.

8. General Conditions

This Giveaway is governed by the laws of the State of North Carolina, USA. The Sponsor reserves the right to cancel, suspend and/or modify the Giveaway, or any part of it, due to fraud, suspected fraud, technical failures or any other factor beyond the Sponsor's reasonable control that impairs the integrity or proper functioning of the Giveaway, as determined by Sponsor in its sole discretion. The Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision. Any attempt by any person to deliberately undermine the legitimate operation of the Giveaway 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.

This giveaway is in no way sponsored, endorsed or administered by, or associated with, Facebook, Instagram or Twitter. BASF has no affiliation with Facebook, Instagram or Twitter. Entrants are encouraged to review terms and conditions of Facebook, Instagram and Twitter before using any of these platforms.

9. Disputes

Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Giveaway, or any gifts awarded, other than those concerning the administration of the Giveaway or

the determination of qualified entrants, 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 Giveaway, or any gifts 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, North Carolina; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees or costs; 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 Giveaway, 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.

10. Entrant's Information

Except where prohibited by law, each entrant 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 <https://www.basf.com/us/en/legal/data-protection.html>

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