

## 2019 Authentic Stoneville® Cotton Program

### Terms and Conditions

**Criteria:** To apply to the Stoneville Legacy Club™, you must meet the following criteria:

- i. Plant Stoneville Cotton Seed on a minimum of 20 acres from January 1, 2019 - December 31, 2019.
- ii. Grow cotton in one of the following states: AL, AR, FL, GA, LA, MO, MS, NC, NM, OK, SC, TN, TX and VA
- iii. Provide and complete gin recap sheets and qualification forms (collectively "Forms") to verify yield (minimum of 20 acres planted with 100% Stoneville cotton seed) by January 15, 2020.
- iv. Register cotton in the Authentic Stoneville Cotton program.

Applicants who rank in the top 10 percent of yields submitted for their state qualify to receive an all-expenses-paid trip for two to The Henderson Beach Resort in Destin, Florida. Growers who produce cotton in multiple states will only be recognized in the state for which the highest yields were submitted.

**Forms & Verification:** Forms submitted via fax, email, or mail must be received by January 15, 2020 to qualify. BASF is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due-mail for submitted Forms. Submissions become property of BASF and will not be returned. Any applicants who attempt to apply with multiple addresses, under multiple identities, and/or attempt to use one set of qualifying criteria of a single farm to multiple applicants may be disqualified and forfeit any and all benefits, in BASF's sole discretion. Multiple applicants are not permitted to share the same qualifying criteria of a single farm, except as otherwise permitted in BASF's sole discretion. Should multiple applicants of the same farm apply, and a dispute thereafter arises regarding the identity of the authorized applicant, BASF may resolve such dispute in its sole discretion.

BASF will review and verify all Forms for accuracy. BASF reserves the right to audit acres/yard and production acreage certification reported in any applicant's Forms to verify eligibility, in BASF's sole discretion. Any applicant's Forms or subsequent documentation which is found not to be eligible will be disregarded and will not be eligible for any benefits. Ineligible individuals may not receive notification or any correspondence from BASF. Applicants who are determined to qualify will receive a notification. BASF is not responsible for any incorrect or change of email address, mailing address and/or telephone number of applicants. BASF is not responsible for any applicant's failure to receive his/her notification, regardless of the cause.

By participation, you agree (a) to be bound by all applicable terms and conditions; (b) as between you and BASF, that the decisions of BASF are final on all matters relating to the Authentic Stoneville® Cotton Program and Legacy Club (collectively "Legacy Club") and any benefits thereof; and (c) in the event that you do not comply with these rules, that you will be disqualified and your benefits (if any) will be forfeited.

**Benefits:** Applicants in each of two divisions – growers raising Stoneville cotton seed on irrigated land and growers raising Stoneville cotton seed on non-irrigated land – who rank in the top 10 percent of yields submitted for their state will receive an all-expenses-paid trip for two to a special Stoneville Legacy Club awards celebration, along with special Stoneville Legacy Club apparel and other giveaways. Growers can submit acres for both divisions, but they cannot be the same 20 acres. Growers who produce cotton in multiple states will only be recognized in the state for which the highest yields were submitted.

Legacy Club related benefits, including travel and accommodations, are subject to availability and change and are at BASF's discretion. BASF is not liable in the event that any portion of the Legacy Club related benefits are cancelled due to weather, fire, strike, acts of war or terrorism, or any other condition beyond BASF's control (a "Force Majeure Event") and BASF shall have the right, in its sole discretion, to abbreviate, modify, suspend, cancel, delay, reschedule or terminate any Legacy Club benefits and/or events without notice or further obligation. All travel is subject to government restrictions and regulations, hotel and airline restrictions and regulations. BASF assumes no responsibility for abbreviated, modified, cancelled, delayed, suspended or rescheduled events. Participant/Applicant and his/her guest must have all necessary identification and/or travel documents (e.g., a valid U.S. driver's license, passport) required for travel within the United States. Qualifying applicants and his/her guest must travel on same itinerary. If an individual is unable to accept the benefits as stated, the benefit will be forfeited in its entirety. BASF or venue operator (if applicable) reserves the right to revoke benefits from any persons who they or venue personnel deem may, in their sole discretion, be intoxicated, be a safety risk, have violated any venue policy or law, or may bring BASF into disrepute.

Applicant acknowledges that BASF 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 Legacy Club and any benefits thereof. The benefits are non-transferable and no cash equivalent or substitution of benefits are offered, except at the sole discretion of BASF. You will be solely responsible for all federal, state and/or local taxes and for any other fees or costs associated with any benefits you receive. Applicant may be required to provide BASF with a valid social security number or tax identification number for tax reporting purposes.

**Certification:** Spinners, merchants, manufacturers and others may base buying and pricing decisions on the value of your certification. By signing any Forms, you take responsibility for the accuracy of the information you provide in connection with the Legacy Club. Furthermore, you represent, warrant, and certify that any permanent bale identification numbers (P.B.I.'s) submitted to the Authentic Stoneville Cotton database by you or on your behalf are actually bales of cotton produced from registered Stoneville seed that was purchased from an authorized Stoneville dealer. BASF will rely on this certification when issuing any certificate of authenticity pertaining to your 2019 Stoneville cotton crop.

**Release:** As a condition of applying, applicants agree: (a) to release BASF, its affiliates, subsidiaries, retailers and agents, and each of its officers, directors, employees and agents, from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any benefits; (b) under no circumstances will any applicant be permitted to obtain awards for, and applicant hereby knowingly and expressly waives all rights to claim, punitive, incidental, consequential or any other damages; (c) all causes of action arising out of or connected with this Legacy Club and any benefits thereof, 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.

**Publicity:** Except where prohibited by law, each applicant hereby grants BASF and those acting on its behalf permission to use his/her name, voice, and/or likeness and any and all identifying characteristics including, but not limited to the taking of photograph(s) and/or video(s) by or on behalf of BASF, for advertising and/or publicity purposes. Applicants further grants to BASF a royalty-free, worldwide, perpetual, irrevocable, and assignable right to use such photograph(s) and/or video(s), including derivative works of same, in any and all media (including, but not limited to, websites, social media, press releases, and printed publications and materials) now known or hereinafter invented. Applicant understands and acknowledges that specific categories of her/his Data may further be subject to the Privacy Policy found at <https://pss.basf.us/agricultural-and-specialty-solutions-privacy.html>, which describes how Personally Identifiable Information and Non-Personal Information, as defined in the Privacy Policy, may be collected, processed, stored, and used.

**Claims:** Applicant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with the Legacy Club, or any benefits provided, other than those concerning the administration of the Legacy Club, 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 the Legacy Club, 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 applying to the Legacy Club, 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 terms and conditions, or the rights and obligations of the applicant and BASF, 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.

**Exclusions:** Employees, contractors, directors, officers and agents of BASF ("BASF") and each of their parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion agencies and all other service agencies are not eligible to apply.

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