

FiberMax® One Ton Club™ Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. THIS SWEEPSTAKES IS INTENDED FOR PLAY IN THE UNITED STATES ONLY AND WILL BE GOVERNED BY U.S. LAW. DO NOT ENTER IF YOU ARE NOT ELIGIBLE AND LOCATED IN THE UNITED STATES AT THE TIME OF ENTRY. OPEN TO LEGAL RESIDENTS OF ALABAMA, ARIZONA, ARKANSAS, CALIFORNIA, GEORGIA, KANSAS, LOUISIANA, MISSISSIPPI, MISSOURI, NEW MEXICO, NORTH CAROLINA, OKLAHOMA, SOUTH CAROLINA, TENNESSEE, TEXAS AND VIRGINIA, WHO ARE 18 YEARS OR OLDER, WHO ENTER FROM WITHIN ALABAMA, ARIZONA, ARKANSAS, CALIFORNIA, GEORGIA, KANSAS, LOUISIANA, MISSISSIPPI, MISSOURI, NEW MEXICO, NORTH CAROLINA, OKLAHOMA, SOUTH CAROLINA, TENNESSEE, TEXAS OR VIRGINIA AND WHO ARE INVITED TO THE FIBERMAX® ONE TON CLUB™ (“OTC”) BY A FORMAL INVITATION FROM THE SPONSOR. **SEE RULE 6 FOR GRAND PRIZE DATE AND LOCATION DETAILS.**

- 1. Eligibility:** The FiberMax One Ton Club Sweepstakes (the “Sweepstakes”) is open to: legal residents of Alabama, Arizona, Arkansas, California, Georgia, Kansas, Louisiana, Mississippi, Missouri, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas or Virginia who are 18 years of age or older as of the date of entry, and meet all of the following FiberMax One Ton Club criteria:

FiberMax One Ton Club

1. Produce a minimum of 2,000 pounds of ginned cotton per acre on a minimum of 20 acres planted with FiberMax between January 1, 2019 and December 31, 2019;
2. Cotton acreage can be either Irrigated or Dryland;
3. Plant 100% FiberMax cotton seed on the 20 qualifying acres;
4. Provide gin recap sheets to verify 2,000 lb/A yield; and
5. Register entrant’s cotton in the Certified FiberMax Cotton® program.

Employees, contractors, directors, officers and agents of BASF (“Sponsor”), MorganMyers, Inc., and each of their 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 Alabama, Arizona, Arkansas, California, Georgia, Kansas, Louisiana, Mississippi, Missouri, New Mexico, North Carolina, Oklahoma, South Carolina, Tennessee, Texas and Virginia 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:** BASF, 2 T.W. Alexander Drive, Research Triangle Park, NC 27709.

- 3. Sweepstakes Entry Period:** The Sweepstakes begins on October 1, 2019, at 12:00:01 a.m. Central Time (“CT”) and ends on March 15, 2020, at 11:59:59 p.m. CT (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, access the OTC Qualification Form at www.FiberMax.com/OneTonClub

Then, complete the registration form with all requested information (including, but not limited to, your name, address, date of birth, email address, gin recap sheets to verify 2,000 pounds per acre yield of qualifying acres (minimum of 20 acres planted with 100% FiberMax cotton seed), confirmation that applicable cotton is registered in the Certified FiberMax Cotton program and any other information requested by the Sponsor). Then, submit your fully completed registration form along with any other required documentation by either: mailing it to BASF, Attn: FiberMax One Ton Club, P.O. Box 45037, Lubbock, Texas, 79409-5037, emailing it to onetonclub@basf.com or faxing it to 866-258-5721. Registration forms submitted via fax or email must be received by March 19, 2020 to be eligible. Registration forms submitted via mail must be postmarked by March 12, 2020 and received by March 19, 2020 to be eligible. Limit: One (1) OTC registration form per person/email address during the entire Entry Period, regardless of how you access the Qualification registration forms. Please note: the acres used to grow cotton for the One Ton Club may not be used to grow cotton for entry in the Maximizer Club™.

Sponsor is not responsible for lost, late, illegible, misdirected, mutilated, incomplete, or postage-due mail/entries. No facsimiles or mechanical reproductions of entries allowed. Submissions become property of Sponsor and will not be returned. Automated entries are prohibited, and any use of automated devices will cause disqualification. Entrants may not enter with multiple email addresses nor may entrants use any other device or artifact to enter multiple times or as multiple entrants. Any entrant who attempts to enter with multiple email addresses, under multiple identities, or uses any device or artifact to register multiple times will be disqualified and forfeits any and all prizes won, in Sponsor’s sole discretion. Multiple entrants are not permitted to share the same email address. Should multiple users of the same email account enter the Sweepstakes and a dispute thereafter arise regarding the identity of the entrant, the authorized account holder of said email account at the time of entry will be considered the entrant. “Authorized Account Holder” is defined as the natural person who is assigned an email address by an Internet access provider, online service provider or other organization which is responsible for assigning email addresses or the domain associated with the submitted email address. Potential winner may be required to show proof of being the Authorized Account Holder.

- 5. Entrant Verification:** At the end of Entry Period, Sponsor will review and verify all OTC Qualification registration forms for accuracy. Sponsor reserves the right to audit acres/yield reported in any entrant’s registration form to verify eligibility, in Sponsor’s sole discretion. Any entrant’s registration form who is found not to be eligible for this Sweepstakes will be disregarded and will not be eligible for the Grand Prize Event. Ineligible individuals will not receive notification or any correspondence from Sponsor. Entrants who are determined to be eligible for the Sweepstakes will be Sweepstakes entrants. Sponsor is not responsible for any change of email address, mailing address and/or telephone number of entrants. Sponsor is not responsible for any entrant’s failure to receive his/her invitation, regardless of the cause.

- 6. Grand Prize Event:** The Grand Prize Event will be held on April 2, 2020, at 6:00 p.m. CT via an online viewing platform. A link for viewing the drawing will be sent to qualified entrants. Only verified and qualified entrants who receive an official invitation to the Grand Prize Event may participate in the Grand Prize Event and drawing.

Individuals who are not on Sponsor’s official invite list, and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. Limit: One (1) entry into the Grand Prize Event per person.

Grand Prize Drawing: **There will be one (1) Sweepstakes winner randomly selected from among all entrants entered into the Sweepstakes Grand Prize Event Drawing. Qualified entrants do not need to view the online drawing in order to claim the prize if their name is drawn.**

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, who will also be subject to verification.

By participating in this Sweepstakes and/or the Grand Prize Event, you agree (a) to be bound by these Official Rules; (b) as between you and the Sponsor, that the decisions of the Sponsor is final on all matters relating to the Sweepstakes; (c) you are not participating on behalf of any employer or third party; (d) in the event that you do not comply with these rules, that you will be disqualified and your prize (if any) will be forfeited.

The potential winner is subject to verification, including verification of eligibility. If an entrant is unable to verify his/her information, the entrant will automatically be disqualified and their prize, if any, will be forfeited. **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.** If the potential winner does not claim the prize within twenty-four (24) hours of announcement of his/her name, the entrant will automatically be disqualified and their prize will be forfeited. Time and timekeeping will be kept and determined in Sponsor’s sole discretion.

As a condition of participating in the Sweepstakes, entrants agree and acknowledge that in order to be deemed the winner, the potential winner must give verbal acceptance to a BASF representative within twenty-four (24) hours of announcement, and sign and return an Affidavit of Eligibility/Liability Release upon claiming the truck, and, where lawful, a Publicity Release, and agree to all terms herein, including but not limited to, the prize conditions, or prize may be forfeited. The potential prize winner’s failure to return all required forms within this time period may result in the potential winner being disqualified and an alternate winner may be determined by Company in its sole and discretion, in accordance with the Official Rules.

- 7. Prize (1):** One (1) winner will receive a fully subsidized 2-year lease for a Ford F-350 Super Duty King Ranch truck.

Winner must enter into a lease agreement with Ford Motor Credit Company and adhere to all terms and conditions of that agreement. Winner is responsible for routine maintenance of the vehicle and is responsible for insuring the vehicle as required by the terms of the lease agreement. Winner will also be responsible for mileage in excess of 15,000 miles per year at the rate stated in the lease agreement, and assumes full responsibility for damage to the vehicle, excess wear and tear charges, and other liabilities at lease end as specified in the lease agreement. Vehicle will be delivered with standard equipment, as described above; any upgrades and options are at the sole expense of the winner. Color, package, factory options, and other prize specifics to be determined by Sponsor and are subject to

availability. 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 vehicle including but not limited to its quality, fitness for purpose or mechanical condition. Prize winner must have proof of a valid U.S. driver's license from their state or place of residence in the United States to take delivery of vehicle; failure to show same may result in prize forfeiture and selection of an alternate winner. Winner will be responsible for all optional equipment, title, license, insurance and registration fees required in claiming the vehicle, applicable taxes as well as all other expenses relating to the receipt and use of Prize vehicle, including any travel and transportation costs associated with collecting the vehicle. All other costs not specifically stated herein as being awarded are the responsibility of the Winner. Winner will be provided instructions to obtain his/her Prize vehicle at a dealership to be determined by Sponsor. Winner must take delivery of vehicle within 30 days of notification that dealership has received vehicle. 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 will 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 will be issued an IRS 1099 form for the value of the prize. ARV of the Grand Prize will be determined by the latest lease offer supplied by Ford Motor Company at the time of the drawing, but total value will be approximately \$48,000. 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 will be issued an IRS 1099 form for prize. Odds of winning depend upon the number of eligible entries received.

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, MorganMyers, Inc., 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, judgments 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, 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. Applicant 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.

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 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, 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. 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 Texas 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 7(B)-(D), 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 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 Texas, 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 Texas in the City of Lubbock.

13. Winner's List: For a list of winners, mail a self-addressed, stamped envelope to: FiberMax One Ton Club Sweepstakes, N16 W23233 Stone Ridge Drive, Suite 200, Waukesha, WI 53188. Requests must be received by May 31, 2020.