

**2021 WESTBRED WHEAT EXCLUSIVE NWYC PROMOTION  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE THE ODDS OF  
WINNING. VOID WHERE PROHIBITED BY LAW.**

1. **Company.** This 2021 WestBred Wheat Exclusive NWYC Promotion (the “**Promotion**”) is offered and administered by Bayer Crop Science, 800 N. Lindbergh Blvd., St. Louis, MO 63167 (“**Company**”).
2. **Nature and Scope of Promotion.** This Promotion is designed to run concurrently with the National Wheat Foundation’s 2021 National Wheat Yield Contest (the “**NWYC**”). Information on the NWYC and how to enter that contest is available here: <https://wheatfoundation.org/projects-programs/national-wheat-yield-contest/>. While Company is a sponsor of NWYC, Company is not administering, judging or in any way responsible for the NWYC, NWYC prizes, or NWYC’s official rules. By entering NWYC, you are responsible for reviewing and complying with the NWYC rules, which are available at: <https://yieldcontest.wheatfoundation.org>. This Promotion is designed to support and award prizes to entrants of NWYC who use Company’s WestBred seed. By entering this Promotion, you are also responsible for reviewing and complying with these 2021 WestBred Wheat Exclusive NWYC Promotion Official Rules (“**Official Rules**”).
3. **Eligibility.** The Promotion is open to: (a) legal U.S. residents (excluding residents of New York and Florida); (b) who are eligible to enter and do enter at least one (1) valid entry in the NWYC; and (c) who use Company’s WestBred® Wheat brand seeds in entrant’s NWYC entry. Employees, officers and directors, their immediate family members (spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Company and/or Bayer Group, their affiliates, subsidiaries, advertising and promotion agencies and those associated with the development, distribution or implementation of this Promotion are not eligible to participate. WestBred® dealers are not eligible to enter or win the Contest. THIS PROMOTION IS VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.
4. **Terms and Conditions.** By participating in the Promotion, each entrant agrees to, accepts and shall abide by these Official Rules and agrees that any dispute with regard to the conduct of this Promotion, rule interpretation or award of the prize, shall be resolved by Company, in its sole discretion. Each entrant represents and warrants that he/she meets the eligibility requirements set forth herein.
5. **Entry into NWYC.** To be eligible for this Promotion, entrants must also enter NWYC using Company’s WestBred seed. Entrant acknowledges and agrees that Company is not responsible for administering, judging or awarding any prizes for NWYC.
6. **Entry into this Promotion.** This Promotion shall begin on April 1, 2021 at noon Central Standard time and will end on January 21, 2022 at noon Central Standard time. To enter this Promotion, entrant must complete and submit an entry form available at <https://yieldcontest.wheatfoundation.org/>.
7. **Winners.** The National Wheat Foundation will announce winners of NWYC on or around December 2021. Winners of National Awards and State Contest Awards (as defined by NWYC rules and as selected by NWYC) who entered NWYC with WestBred seed and entered this Promotion will win the following prizes:
  - a. Travel Costs for National Prize Winner(s). Each entrant to this Promotion that wins a National Award in NWYC (as defined by NWYC Official Rules) using WestBred seed will win a 4-day, 3-night trip for one adult guest (at least 18 years of age) to the 2022 Commodity Classic in New Orleans, Louisiana (“**National Prize**”). The 4-day/3-night trip includes (i) round trip coach air transportation for one person from a major airport in the U.S. nearest the guest’s home to New Orleans, Louisiana; (ii) ground transfers to/from the airport and hotel while in New Orleans, Louisiana; and (iii) 2022 Commodity Classic conference fees. All other expenses not specified

herein, including accommodations, flight insurance, travel insurance, meals and personal expenses are the sole responsibility of the winner and the winner's guest. All travel arrangements must be made by a travel agent designated by Company and travel must take place on dates specified by Company which are subject to change at Company's sole discretion. Travel prizes are subject to terms and conditions of travel service providers. Certain restrictions and black-out dates may apply. The ARV of the National Prize is \$1,250. The ARV of the National Prize is subject to fluctuations in airfare and the value may vary depending on the location of the departure city. Any difference in the stated ARV and the actual value of the National Prize will not be awarded.

- b. **Prize for State Prize Winners.** Each entrant that wins a State Contest Award in NWYC (as defined by NWYC Official Rules) using WestBred seed will win a plaque/trophy item and an apparel or other wearable item, the specifics of which will be determined in Company's sole discretion. ARV: \$100.
  - c. **Notification to Winners.** Company will notify prize winners in this Promotion on or before January 31, 2022.
  - d. **Limitations.** Each entrant is eligible to win only one travel cost prize (as defined in 7(a) above) as a National Prize winner. National Prize winners are not eligible to receive a prize as a State Prize winner under this Promotion, unless such National Prize winner opts to accept a State Prize in lieu of a National Prize. Decisions of the Company and the National Wheat Foundation (as applicable to NWYC) will be final and binding on all matters relating to this Promotion. The prizes are not transferable. No substitution or cash redemption of a prize, or any portion thereof, is allowed, except at the sole discretion of the Company. In the event the National Prize is unable to be awarded due to cancellation of the 2022 Commodity Classic, ongoing global pandemic, or some other complication outside of Company's control, then the trip will be awarded the following year once any applicable restrictions are lifted. If a potential winner cannot be reached within a reasonable time period after selection, does not respond within five (5) business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept a prize, such potential winner may be disqualified in Company's sole discretion. Receipt of any prize offered in this Promotion is conditioned upon the entrant's compliance with these Official Rules and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT COMPANY'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS A WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED.**
8. **Claiming a Prize.** Each winner and their guest will be required to complete, sign, notarize and return to Company an Affidavit of Eligibility and Liability/Publicity Release or other similar document within 14 days of receipt of such documents from Company. If such documents are not returned to Company prior to such deadline, any prize won may be forfeited in Company's sole discretion.
  9. **Publicity and Entrant's Personal Information.** Information collected from entrants is subject to the Company's Privacy Policy, which is available at <https://www.bayer.com/en/privacy-statement>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Promotion. Except where prohibited by law and notwithstanding anything to the contrary in the Company's Privacy Policy, the winner also grants Company the right to use the winner's submission, entry information, name, hometown, logos, images and likenesses for advertising, publicity and promotional purposes, including print, broadcast and on-line announcements, without further compensation other than the said prize and at no expense to the winner.
  10. **Taxes.** The winner is responsible for all applicable local, state and federal taxes. When required by federal law, Company will report the names of the winner and the value of the prize won to the Internal Revenue Service. If requested by Company, the potential winner will be required to complete, sign and return to

Company an IRS Form W-9 prior to receiving a prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified.

11. **Social Media.** The Promotion may be advertised through social media platforms, such as Facebook and Twitter (“**Social Media**”). You understand and acknowledge, however, that the Promotion is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised, including Facebook and Twitter. You agree to adhere to all rules established by Social Media platforms. Any information you provide for the Promotion is being provided to Company rather than Facebook or any other Social Media platform. You fully release Facebook and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Promotion.
12. **Additional Conditions.** In the event of non-compliance with these Official Rules, the winner may forfeit any prize won. Company is not responsible for any typographical or other errors in the printing of these Official Rules, the NWYC Rules, administration of the NWYC or in NWYC’s announcement of any winner(s) or prize(s). If, for any reason, Company is unable to run this Promotion as planned, or if any computer or web site associated with this Promotion or the NWYC does not allow the proper playing of or entry into the Promotion or the NWYC and the processing of entries per the NWYC Rules, or if infection by computer virus, bugs, tampering, unauthorized intervention, actions by entrants, fraud, technical failures, or any other causes, in Company’s sole opinion, corrupt or affect the administration, security, fairness, integrity, or proper conduct of this Promotion, Company reserves the right, at its sole discretion, to disqualify any entrant implicated in such action, and/or to cancel, modify or suspend this Promotion or any portion thereof. Company reserves the right, at its sole discretion, to cancel, terminate or suspend the Promotion in whole or in part should a cause or event beyond Company’s control affect the administration, fairness, proper play or conduct of the NWYC or this Promotion making continuation as planned impossible or impractical. If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
13. **LIMITATIONS. ALL PRIZES IN THIS PROMOTION WILL BE AWARDED “AS IS” WITH NO GUARANTEE, REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED. COMPANY HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT AND FITNESS FOR A PARTICULAR PURPOSE.**
14. **HOLD HARMLESS/RELEASE. BY PARTICIPATING IN THIS PROMOTION, EACH ENTRANT AGREES TO RELEASE COMPANY, ITS PARENT COMPANY, SUBSIDIARIES, AFFILIATES, AND EACH DIRECTOR, OFFICER, EMPLOYEE, ATTORNEY, AGENT AND REPRESENTATIVE FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST OR RESULTING FROM ACCEPTANCE AND/OR USE OF ANY PRIZE, TRAVEL TO OR FROM ANY PRIZE-RELATED ACTIVITY, PARTICIPATION IN THIS PROMOTION, AND FROM ANY MISUSE OR MALFUNCTION OF ANY PRIZE AWARDED, INCLUDING (WITHOUT LIMITATION) PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGES.**
15. **Disputes. THIS PROMOTION IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** As a condition of participating in the Promotion, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with the Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in **St. Louis County, Missouri** having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Promotion), and participant further waives all rights to have damages multiplied or increased.

16. **Winners List.** To obtain a list of the Promotion winners, contact Cynthia Tipton at Monsanto Company, a member of the Bayer Group at [cynthia.tipton@bayer.com](mailto:cynthia.tipton@bayer.com).

17. **Official Rules.** To obtain a copy of the “Official Rules” for the Promotion, visit [www.westbred.com/NWYC](http://www.westbred.com/NWYC).

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**Generic disclaimers (may be able to be shortened based on content of the rest of the ad copy):**

For the contest portion:

\*\*NO PURCHASE NECESSARY. Open to legal U.S. residents who enter, or will enter, at least 1 valid entry in the National Wheat Foundation's 2021 National Wheat Yield Contest (NWYC) using WestBred® Wheat brand seeds. Prize trip for national winners of the NWYC includes 4-day/3-night trip for 1 guest to New Orleans, LA, including round-trip coach air transportation for 1 from a major airport nearest guest's home to New Orleans, ground transportation to/from the airport while in New Orleans, and 2022 Commodity Classic conference fees. Approximate retail value: \$1,250, subject to fluctuations in airfare and location of departure. All other expenses (flight/travel insurance, accommodations, meals, personal expenses) are the sole responsibility of traveler. Prize for state winners of the NWYC includes a plaque/trophy item and an apparel or other wearable item, the specifics of which will be determined in Company's sole discretion. Approximate retail value: \$100. For full details, see official rules at [www.westbred.com/NWYC](http://www.westbred.com/NWYC). Company: Bayer CropScience, 800 N. Lindbergh Blvd, St. Louis, MO 63167.