

**Bayer CropScience Inc.**  
**Bayer Bundle CGSA Vancouver 2011 Package Contest Official Rules**

**1. Introduction**

This Bayer Bundle CGSA Vancouver 2011 Package is sponsored by Bayer CropScience Inc. ("Bayer CropScience"). This document constitutes the official rules of the Contest (the "Rules") and the Rules exclusively govern all aspects of the Contest. Entry of a participant in this Contest constitutes that participant's irrevocable acceptance of and agreement to be bound by all Rules of the Contest.

**2. Timing of Contest**

The Contest begins on March 1, 2010 at 10:00am EST and ends on May 26th, 2010 at 2:00pm EST (the "Contest Period").

**3. Eligibility to Enter**

The Contest is open only to individuals who: are legal residents of Canada; are eighteen (18) years of age or older; and meet all other requirements set out in the Rules ("Eligible Participants" or each an "Eligible Participant"). Employees of Bayer CropScience, Retail Sponsor and members of their respective households are not eligible to enter the Contest.

**4. How to Enter**

No purchase of Bayer CropScience products is necessary to enter the Contest. A purchase of Bayer CropScience products will not increase an Eligible Participant's chance of winning. Chances of winning cannot be determined by Bayer CropScience prior to the end of the Contest Period and will be dependent on the number of Eligible Participants participating in the Contest.

There are two ways to enter the Contest:

- a. Purchase of at least one of the Bayer Bundles "Putter, Hybrid, Iron or Driver" by the Eligible Participant from a Bayer Environmental Science approved Distributor or Dealer during the Contest Period shall automatically entitle that Eligible Purchaser to enter the Contest by fully and properly filling out an official Contest entry form (the "Entry Form" or "Entry Forms") obtained from Bayer Environmental Science or a Bayer Environmental Science approved Distributor or Dealer and depositing that Entry Form with Bayer Environmental Science during the Contest Period;
- b. An Eligible Participant may enter the Contest without any purchases by legibly printing or handwriting their first and last name, complete mailing address, email address, full daytime telephone number, the contest name being "Bayer Bundle CGSA Vancouver 2011 Package" and the name of Bayer Environmental Science and creating a 150 word or greater handwritten original essay describing "How using the products in each of the Bayer Bundles Can Improve My Golf Course conditions and fit into a sound agronomic IPM program" (collectively the "Written Entry" or "Written Entries") and mailing the Written Entry to Bayer CropScience at 200, 160 Quarry Park Blvd., Calgary, Alberta, T2C 3G3 so that the Written Entry is received by Bayer CropScience no later than the end of the Contest Period, failing which receipt the Written Entry shall be void.

Each Eligible Participant can enter the Contest with at most 4 entries and receive the appropriate number of ballots depending on which Bundle is purchased and there can

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be only one Eligible Participant per household, regardless of multiple purchases, Entry Forms or Written Entries and any violation or attempted violation of this condition shall result in disqualification. Bayer CropScience shall have the right to disqualify any Eligible Participant if Bayer CropScience, in its sole discretion, considers the participant to have or have attempted to have tampered with the entry process, violated any Rules or otherwise acted in an un-sportsmanlike, disruptive or abusive manner. Entry Forms and Written Entries that are incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. All Entry Forms and Written Entries shall become the property of Bayer CropScience and shall not be returned.

**5. Prizes**

The prize of this Contest for the Winner (as defined below) is a trip for two to the 2011 CGSA Conference & Trade Show in Vancouver, BC date to be finalized, consisting of: round trip economy airfare for two to Vancouver, BC from the nearest major airport in the Winner's province of residence that flies to Vancouver; 4 nights accommodation (double occupancy); and conference registration fees for two to attend the 2011 Canadian International Conference & Trade Show. The approximate value of the prize is \$4,500 Canadian.

All travel arrangements will be made on behalf of the Winner by Bayer CropScience. The Winner and his/her travel companion will be responsible for obtaining any required travel and health documents, gratuities, applicable taxes, meals, incidentals, and all other expenses not specifically mentioned above. The prize must be accepted as awarded and cannot be substituted, sold, transferred, assigned or redeemed for cash. Notwithstanding the preceding sentence, Bayer CropScience reserves the right to substitute the prize for another prize of equivalent value if for any reason the prize becomes unavailable.

**6. Winner Selection**

Entry Forms and Written Entries shall be gathered in Guelph. Random draws will be **conducted on June 25, 2010 in Guelph, Ontario to select the prize winner** (the "Selected Entrants" or each a "Selected Entrant"). The Selected Entrant shall be notified by telephone within ten (10) business days of the draw and must respond to the contact person and number identified in the notification within two (2) business days of the notification. If a Selected Entrant does not respond to the notification and otherwise comply with all other Rules, the Selected Entrant will not be declared a winner nor receive a prize and Bayer CropScience shall draw for another Selected Entrant. If after three (3) such attempts an alternative Selected Entrant is not found, Bayer CropScience reserves the right to donate the prize to a registered charity of its choice.

**7. Winners' Agreements**

Before Selected Entrants can be declared winners and receive prizes (the "Winners" or each a "Winner"), Selected Entrants must:

- a. sign an agreement and release (the "Agreement") with Bayer CropScience:
  - i. confirming the Selected Entrant's compliance with and acceptance of the Rules;

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- ii. releasing Bayer CropScience, the Retail Sponsor and their respective directors, officers, employees and agents from and against any and all liability for any loss, harm, damages, costs or expenses to the Selected Entrant or any other individual or entity arising out of participation in the Contest, including without limitation, any use or misuse of any prize, any costs and expenses associated with any prize, any losses or damages related to personal injuries, death or loss of destruction of property associated with any prize, any rights of publicity or privacy and any defamation or portrayal in a false light;
  - iii. granting and consenting, without any further compensation, to the use by Bayer CropScience and its agents of the Selected Entrant's name, likeness, photograph, place of residence, voice and expressions for Contest administration and for advertising and promotional purposes anywhere in the world and in any medium, as and in relation to being a Contest Winner; and
- b. correctly answer, without mechanical aid or assistance, a mathematical skill-testing question to be administered by mail and/or telephone by a Bayer CropScience representative.

Each Selected Entrant must sign the Agreement within ten (10) business days of the notification date in section 6 of these Rules. Bayer CropScience will contact the Winner respecting the details of receiving the prize.

No travel companion under the age of eighteen (18) in Canada or under twenty-one (21) years if from elsewhere (the "Companion") are allowed to participate unless they are the child or legal ward of the Winner. In such case, the Winner must sign and return the Companion Agreement (as defined below) on each minor Companion's behalf, and travel must be to same destination, on same itinerary. No Companion can be an employee of an official Bayer CropScience retailer unless that retailer has given express permission to such Companion to share in the prize. In addition, each Companion (or the Winner, on each Companion's behalf, if a Companion is an eligible minor in accordance with these Rules) must sign and return a liability form and publicity release form (substantially as referred to in section 7a.i and ii. of the Rules) within the time limits expressed above (the "Companion Agreement").

If the Selected Entrant does not sign the Agreement and each Companion or, as permitted above, the Selected Entrant on behalf of each applicable Companion does not sign the Companion Agreement, the prize will be irrevocably forfeited and the Selected Entrant disqualified from the Contest.

**8. Privacy**

Any personal information received from Entry Forms and Written Entries or regarding a Companion shall be treated by Bayer CropScience in accordance with applicable privacy legislation and Bayer CropScience privacy policies. Entry of a participant in the Contest (whether such participant is an Eligible Participant, or uses or submits an Entry Form or Written Entry or is disqualified) and the signing of a Companion Agreement constitutes the consent of such participant and the Companion to the collection, use and disclosure by Bayer CropScience of any personal information provided by such participant or Companion for the purposes of:

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- a. administering this Contest and as identified in section 7 of these Rules (which consent cannot be revoked without disqualification from the Contest); and
- b. identifying and better understanding a participant's needs and preferences in order to develop and offer that participant information, products and/or services by Bayer CropScience (which consent can be revoked by the participant separately contacting Bayer CropScience and advising it of such revocation).

#### **9. Limit of Liability**

A participant, by submitting any entry for this Contest (whether such participant is an Eligible Participant, or uses or submits an Entry Form or Written Entry or is disqualified) and any Companion agrees to and does release (to the extent permitted by law) Bayer CropScience, the applicable Retail Sponsor and their respective directors, officers, employees and agents from and against any and all liability for any loss, harm, damages, costs or expenses to such participant, Companion or any other individual or entity arising out of: incorrect or inaccurate transcription of entry information; incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed entries, or entries received through impermissible or illegitimate channels (all of which will be disqualified); technical failures of any kind, including but not limited to the malfunctioning of any telephone, computer, network, hardware or software; unauthorized human intervention in any part of the entry process or the Contest; electronic or human error which may occur in the administration of the Contest or the processing of entries; and any decisions made by Bayer CropScience in administering this Contest in accordance with these Rules, including without limitation, respecting disqualifications and eligibility determinations.

#### **10. Disputes**

A participant, by submitting any entry for this Contest (whether such participant is an Eligible Participant, uses or submits an Entry Form or Written Entry or is disqualified) and any Companion agrees that: any and all disputes, claims, and causes of action arising out of or connected with this Contest shall be resolved individually, without resort to any form of class action; any and all claims, judgments and awards shall be limited to direct out-of-pocket costs incurred, including costs associated with entering this Contest but in no event lawyers' fees; and all rights to claim punitive, incidental and consequential damages, multiple damages and any other damages, other than direct out-of-pocket expenses, are hereby irrevocably waived. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL SUCH PARTICIPANTS OR A COMPANION.

A participant, by submitting any entry for this Contest (whether such participant is an Eligible Participant, uses or submits an Entry Form or Written Entry or is disqualified) and any Companion agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or any rights and obligations in connection with the Contest, shall be governed by the laws of the province of Alberta without regard to any conflict of law rules and to attorn to the non-exclusive jurisdiction of the courts of Alberta. This Contest is subject to all applicable federal, provincial and municipal laws.

#### **11. List of Winners and Rules**

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A list of Winners and a copy of these Rules can be obtained by contacting Bayer CropScience at 200, 160 Quarry Park Blvd., Calgary, Alberta, T2C 3G3 and providing Bayer CropScience with a self addressed stamped envelope for provision of such information and materials.