



**Clearfield**<sup>®</sup>  
Production System for Lentils

**BASF**  
We create chemistry

## The 2021 Clearfield lentil Seed Quality Offer

### Terms and Conditions

- Offer Period:** The 2021 **CLEARFIELD**<sup>®</sup> **lentil Seed Quality Offer** (Western Canada) (the “**Offer**”) is administered by BASF Canada Inc. o/a BASF Canada (“**BASF**”) and begins on October 1, 2020 at 7:00 a.m. Eastern Time (“**ET**”) and ends on September 30, 2021 at 11:59 p.m. ET (the “**Offer Period**”).
- Offer Eligibility:** The Offer is open to Canadian growers who: (i) reside in British Columbia (Peace Region only), Alberta, Manitoba or Saskatchewan; (ii) are the owner, operator or designated representative of a farm (the “**Farm**”); (iii) have reached the legal age of majority in his/her province of residence; (iv) grow **CLEARFIELD** lentils and have sufficient samples that can be provided to a participating seed lab (list of participating seed labs noted in Schedule “**A**” of these Terms) and include with seed sample along with completed **CLEARFIELD** lentil Seed Quality Offer Consent Form (attached to these Terms in Schedule “**C**”) for the purposes of the Seed Test (defined below), with no cost to the grower upfront or otherwise; (v) properly execute these Terms and Conditions (where indicated below) and return a properly executed **CLEARFIELD** lentil Seed Quality Offer Consent Form to BASF (each an “**Eligible Participant**”).

These Official Terms and Conditions (the “**Terms**”) govern this Offer and must be followed by all Eligible Participants at all times. By agreeing to participate in the Offer, each Eligible Participant is signifying his/her agreement to unconditionally comply with, and be legally bound by, these Terms. This Offer is not available to buying groups, relationship groups (including but not limited to any BASF reward group) or any individual or entity other than an Eligible Participant as defined above.

- Offer:** If the Eligible Participant fully satisfies the Offer Eligibility (as determined by BASF in its sole and absolute discretion), then the Eligible Participant will be eligible to receive one (1) complimentary Seed Quality and Disease Test (the “**Seed Test**”) per year (**defined for the purposes of these Terms as October 1 of the current year to September 30 of the following year**) in addition to the **CLEARFIELD-CONFIRM**<sup>®</sup> test that the Eligible Participant should elect to obtain in relation to the Eligible Participant’s Farm Saved **CLEARFIELD** lentils. The Seed Test must be completed at one (1) of the participating seed labs identified below in Schedule “**A**”. The approximate value of each Seed Test is between \$150 CAD and \$250 CAD.

***There is a limit of one (1) Seed Test per Eligible Participant.***

**IMPORTANT NOTE:** In consideration for providing the Eligible Participant with the Offer, the Eligible Participant hereby agrees that the results of each Seed Test undertaken pursuant to the Offer will be disclosed, in full, to BASF. Also, by agreeing to participate in the Offer, each Eligible Participant is signifying his/her agreement to comply with, and be legally bound by, these Official Terms.

- General Conditions:** Please allow a minimum of eight (8) weeks for the value of the Offer to be received from the time BASF receives Offer information. All data is subject to verification and will be considered void if it cannot be verified to the complete satisfaction of BASF. The value of the offer must be accepted as awarded and is not transferable or assignable. No substitutions, except at BASF’s option. Without limiting the generality of the foregoing, BASF reserves the right, in its sole and absolute discretion, to substitute the value of the Offer or a component thereof with a reward of equal or greater retail value.

5. This Offer is subject to all applicable federal, provincial and municipal laws. Void where prohibited or restricted by law. The decisions of BASF with respect to all aspects of this Offer are final and binding on all Eligible Participants without right of appeal.
6. BASF Canada Inc. o/a BASF Canada, its parent companies, associated and affiliated companies, agents, suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration or fulfillment of the Offer, and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) will not be liable for: (i) any late, lost, misdirected, delayed, incomplete, incompatible or misdirected data and/or other information (all of which is void); (ii) any failure(s), malfunction(s) or other problem(s) of any nature whatsoever; (iii) the failure of any order, purchase transaction, data and/or other element(s) of this Offer to be received, captured or recorded for any reason whatsoever; (iv) anyone being incorrectly and/or mistakenly identified as an Eligible Participant; and/or (v) any combination of the above.
7. BASF reserves the right, in its sole and absolute discretion, to withdraw, suspend or amend this Offer in any way, or to amend these Terms in any way, without prior notice or obligation, in the event of: (i) any cause beyond the reasonable control of BASF that interferes with the proper conduct of this Offer as contemplated by these Terms, including, without limitation, any error, problem, tampering, unauthorized intervention, fraud or failure of any kind whatsoever; (ii) any accident, printing, administrative, or other error of any kind; and/or (iii) for any other reason that BASF deems necessary, in its sole and absolute discretion, to ensure that this Offer is conducted in accordance with BASF’s interpretation of the letter and spirit of these Terms. Any attempt to undermine the legitimate operation of this Offer in any way (as determined by BASF in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, BASF reserves the right to seek remedies and damages to the fullest extent permitted by law.
8. BASF reserves the right to require that an Eligible Participant sign BASF’s form of declaration and release form prior to being confirmed as the recipient of the Offer.
9. By participating in this Offer and accepting the Terms, each Eligible Participant (i) confirms compliance with these Terms; (ii) acknowledges acceptance of the Seed Test (as awarded); and (iii) releases the Released Parties from any and all liability in connection with this Offer, the Eligible Participant’s participation herein and/or the awarding and use/misuse of the Seed Test or any portion thereof.
10. If an Eligible Participant who is eligible to receive the Offer (section 3) and is deemed to be in violation of these Terms (as determined by BASF in its sole and absolute discretion), then the Eligible Participant may, in the sole and absolute discretion of BASF, be disqualified (and, if disqualified, will forfeit all rights to the Offer).
11. BASF reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Offer mechanics stipulated in these Terms, to the extent deemed necessary by BASF, for purposes of verifying compliance by any Eligible Participant or other information with these Terms, or as a result of any problems, or in light of any other circumstances which, in the opinion of BASF, in its sole and absolute discretion, affect the proper administration of the Offer as contemplated in these Terms, or for any other reason.
12. In the event of any discrepancy or inconsistency between the terms and conditions of these Terms and disclosures or other statements contained in any Offer-related materials and/or any instructions or interpretations of these Terms given by any representative of BASF, the terms and conditions of these Terms shall prevail, govern and control to the fullest extent permitted by law.

13. By participating in this Offer, each Eligible Participant expressly consents to BASF, its agents and/or representatives, storing, collecting, sharing and using any personal information submitted for the purpose of administering, managing, fulfilling and improving the Offer and in accordance with BASF's privacy policy (<https://www.basf.com/ca/en/legal/data-protection.html>). This section does not limit any other consent(s) that an individual may provide to BASF or others in relation to the collection, use and/or disclosure of their personal information.
14. BASF reserves the right, in its sole and absolute discretion, to take whatever measures or actions it deems necessary to help ensure that the Offer is administered in accordance with BASF's interpretation of the letter and spirit of these Terms. **ANY INDIVIDUAL OR ENTITY DEEMED BY BASF AT ANY TIME TO BE IN VIOLATION OF BASF'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE TERMS FOR ANY REASON WHATSOEVER IS SUBJECT TO DISQUALIFICATION IN THE SOLE DISCRETION OF BASF.**
15. The invalidity or unenforceability of any provision of these Terms shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Terms shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.
16. To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Terms or the rights and obligations of Eligible Participants, BASF or any of the other Released Parties in connection with the Offer will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Terms or relating to this Offer.

**Always read and follow label directions.**

**SCHEDULE “A”: PARTICIPATING SEED LABS**  
(visit [agsolutions.ca/clearfieldlentiloffer](https://agsolutions.ca/clearfieldlentiloffer))

Provide a sample of your seed along with the **CLEARFIELD**<sup>®</sup> lentil Seed Quality Offer Form to one of the participating seed labs listed below.

Seed tests in the **CLEARFIELD** lentil Seed Quality Offer include:

**CLEARFIELD-Confirm**<sup>®</sup>, germination, cold vigor, diseases and thousand kernel weight (TKW).

Discovery Seed Labs | (306-249-4484) | 450 Melville Street, Saskatoon, SK S7J 4M2

**Always read and follow label directions.**

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## SCHEDULE "B": CLEARFIELD LENTILS SEED QUALITY OFFER CONSENT

### GROWER PRIVACY NOTICE AND CONSENT:

BASF Canada Inc. o/a BASF Canada ("**BASF**") and its affiliates (collectively, "**BASF**") are committed to upholding the privacy of your information and being transparent as to how we collect, use and disclose it. We ask that you familiarize yourself with our Privacy Policy (available at <https://www.basf.com/ca/en/legal/data-protection.html> which is incorporated into this Privacy Notice) and provide your consent below.

#### Information Collection

By signing under 'Grower Privacy' within the **CLEARFIELD**<sup>®</sup> lentil Seed Quality Offer form (schedule "**C**"), you consent and authorize BASF, third party seed laboratory companies, and other third parties to collect and disclose to BASF (directly or through BASF's third party service providers):

1. Your seed analysis information (such as lentil variety, germination, etc.); and
2. Your personal information, including personal details (such as current and previous full names, farm name and date of birth) and contact details (such as your address, telephone numbers, and e-mail address) (collectively, the "**Personal Information**").

#### Information Disclosure and Use

By signing under 'Grower Privacy' within the **CLEARFIELD** lentil Seed Quality Offer form (schedule "**C**") , you consent and authorize BASF to collect, use and disclose the Personal Information (including disclosure to BASF's affiliates, third party seed laboratory companies, your distributor, retailer, seed sellers or BASF's third party service providers) for the purposes of:

1. Verifying **CLEARFIELD** stewardship practices;
2. Providing you with customer service and support;
3. Developing and administering BASF's marketing programs;
4. Developing, promoting and offering additional information, products and services to you including information, products and services relating to BASF and our trusted third party marketers through electronic messages and email from BASF. You may later unsubscribe from commercial electronic messages;
5. BASF's affiliates developing, promoting and offering additional information, products and services to you;
6. Selling, offering, maintaining and operating applications and information services for you and for third parties;
7. BASF's internal use;
8. Developing and administering market insight and research projects;
9. Developing and administering marketing programs with third parties;
10. Complying with applicable legal and regulatory requirements; and
11. Any other purpose set out in our Privacy Policy.

#### Processing and Storage of Personal Information

BASF will use the resources of its affiliates as well as third party service providers to process and store the Personal Information. This may involve the Personal Information being stored or accessed inside and/or outside Canada. Personal Information stored outside Canada may be accessible to authorities in those jurisdictions according to the law of those jurisdictions. BASF will take steps to protect the Personal Information in line with locally applicable data protection requirements.

If you wish to know what Personal Information we have in our files about you, request a change to the Personal Information or wish to be removed from our mailing list, please contact us at: 1-877-371-BASF (2273).

#### Always read and follow label directions.

## **COMMERCIAL ELECTRONIC MESSAGING CONSENT:**

BASF Canada Inc. o/a BASF Canada (“**BASF**”) and its affiliates (collectively, “**BASF**”) are committed to providing you with timely and relevant information on product innovations, new offers, and customized information tailored to your farming operation.

By signing under ‘Commercial Electronic Messaging’ within the **CLEARFIELD**® lentil Seed Quality Offer form (schedule “**C**”), you consent and authorize BASF to send commercial electronic messages (“**CEM**”) (including, without limitation, e-mails, text messages (standard fees or data charges may apply to text messaging – consult your carrier for details), instant messaging, social media messaging and any other message sent by means of telecommunication) to the electronic mail address and mobile phone number set forth below. Your consent is sought by Kenna Communications LP (“**Service Provider**”) for, and on behalf of, BASF.

We will send CEM to you for the purposes of: (i) verifying BASF’s marketing program payments to you; (ii) developing and administering BASF’s marketing programs; and (iii) developing, promoting and offering additional information, products and services to you.

### **You may contact BASF Canada at:**

Suite 510, 28 Quarry Park Blvd. SE, Calgary, AB, T2C 5P9,

Telephone: 1-866-485-BASF (2273) or email: [info\\_ca@basf-canada.ca](mailto:info_ca@basf-canada.ca).

You can find out more about BASF at [www.agsolutions.ca](http://www.agsolutions.ca) or about BASF’s new privacy practices by viewing its Privacy Policy on the BASF website.

### **You may contact the Service Provider at:**

90 Burnhamthorpe Rd. West, 5th Floor, Mississauga, ON, L5B 3C3

Telephone: 905-277-2900

You can find out more about the Service Provider at [www.kenna.ca](http://www.kenna.ca).

You may withdraw your consent to receive any and all CEM by contacting BASF or the Service Provider using the contact information set forth above, or contacting **AgSolutions**® Customer Care at 1-877-371-BASF (2273).

**Always read and follow label directions.**

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## SCHEDULE "C": CLEARFIELD LENTILS SEED QUALITY OFFER CONSENT FORM

With the **CLEARFIELD**® lentil Seed Quality Offer, you can test your seed for **CLEARFIELD-Confirm**®, as well as germination, vigour, disease and thousand kernel weight (TKW). Simply fill out the form below and include a copy with your seed sample AND send via the submission information. All fields must be completed to qualify for the free offer. Uncompleted fields will result in charges for the **CLEARFIELD** lentil Seed Quality Offer.

### STEP 1: Grower and seed information.

Complete the form below and agree to the Offer Terms and Privacy Consent to qualify.

Grower Full Name \_\_\_\_\_  
Farm Name (if applicable) \_\_\_\_\_  
Address \_\_\_\_\_  
City \_\_\_\_\_ Province \_\_\_\_\_ Postal Code \_\_\_\_\_  
Phone \_\_\_\_\_ Email/Fax \_\_\_\_\_  
Variety \_\_\_\_\_

**CLEARFIELD** lentil seeded acres 2020: \_\_\_\_\_ **CLEARFIELD** lentil intentions for 2021\*: \_\_\_\_\_

### STEP 2: Preferred seed lab.

Please send a 1 kg sample of your **CLEARFIELD** lentil seed variety to a participating lab from the list below.

- Discovery Seed Labs** | (306-249-4484)  
450 Melville Street, Saskatoon, SK S7J 4M2

### STEP 3: Signatures.

I hereby acknowledge that I have read the entirety of the Terms and Conditions of the **CLEARFIELD** lentil Seed Quality Offer outlined at [agsolutions.ca/clearfieldlentiloffer](https://agsolutions.ca/clearfieldlentiloffer).

Grower Signature (Offer Terms) \_\_\_\_\_ Date \_\_\_\_\_

I hereby acknowledge that I have read the entirety of the Grower Privacy Notice and Consent set out in Schedule "B" to this **CLEARFIELD** lentil Seed Quality Offer and fully understand, consent and agree to the terms therein.

Grower Signature (Grower Privacy) \_\_\_\_\_ Date \_\_\_\_\_

I hereby acknowledge that I have read the entirety of the Commercial Electronic Messaging Consent set out in Schedule "B" to this **CLEARFIELD** lentil Seed Quality Offer and fully understand, consent and agree to the terms therein.

Grower Signature (Commercial Electronic Messaging) \_\_\_\_\_ Date \_\_\_\_\_

Please note: Terms and Conditions\*, Grower Privacy\* and Commercial Electronic Messaging details are available at [agsolutions.ca/clearfieldlentiloffer](https://agsolutions.ca/clearfieldlentiloffer).

\* Participation required to receive this offer.

#### Submit Form

Email: [basf@basf-agsolutions.ca](mailto:basf@basf-agsolutions.ca)  
Mail: **AgSolutions**® Customer Care,  
90 Burnhamthorpe Road West, 5th floor,  
Mississauga, ON L5B 3C3

  
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