

2019 #RootedinAg Contest

OFFICIAL RULES

CONTEST: The 2019 #RootedinAg Contest (“Contest”) is a skill Contest open to growers and other agricultural professionals (defined as people whose primary professions are in the agricultural marketplace) age 18 and older and residents of the 50 United States. Entrants must submit one original essay of a minimum of 200 words and a maximum of 500 words on who inspired them to be #RootedinAg. Entrants also must submit a photograph or video (minimum length of 30 seconds, maximum length of 5 minutes) that visually complements and/or enhances the content of their essay.

ELIGIBILITY: NO PURCHASE NECESSARY. Purchase of goods or services will not improve chances of winning. Open only to legal residents of the 50 United States who at the time of entry are at least 18 years of age and whose primary profession is in agriculture (to be eligible for the Contest, a person’s main source of income must be derived from activities which are somehow related to agriculture; but, such agricultural activities need not be a person’s only profession). **Void where prohibited by law.** Employees of Syngenta Crop Protection, LLC (“Sponsor”) and its affiliates and agents are not eligible to win. In addition, any person in the immediate family (defined as spouse, children, parents, brothers and sisters) or living in the same household of any such employee are also ineligible. Members of the general public (i.e., all persons who are not agricultural professionals) are also ineligible. All federal, state and local laws and regulations apply.

This promotion is in no way sponsored, endorsed or administered by, or associated with Facebook. You understand that you are providing your information to Syngenta Crop Protection, LLC and not to Facebook.

TO ENTER: Beginning at 12:00:00 AM CT March 5, 2019, until 11:59:59 PM CT May 30, 2019 (“Promotion Period”), go to www.syngentathrive.com / (“Website”). Click on the icon, banner or text link to access the promotion registration page, and then follow the directions to enter the Contest. You will be required to accurately enter your full name, profession in agriculture, address, city, state, ZIP code, phone number and email address on the promotion registration page.

It is the entrant's sole responsibility to seek all necessary approvals from supervisory personnel by his/her employer prior to participating in the Contest.

All entries must be received and recorded by Sponsor’s computer (the official Contest timekeeping device) by 11:59:59 PM CT on May 30, 2019. Limit one entry per person/ email address. Robotic, programmed, script, macro or other automated entries or entries using third-party website or software are void. Any attempt to enter the Contest more than one time by using multiple/different email addresses, identities or any other prohibited methods will result in disqualification of all such entries. Each entrant must

complete the entire Entry Form; including their original essay using 200 to 500 words and an accompanying photograph or video (minimum length of 30 seconds, maximum length of 5 minutes). Submitted photograph or video must be in compliance with the specifications indicated on the Website, which are made a part of these Official Rules and incorporated herein by reference. All elements of entry must be received by the deadline to enter; partial submissions will be disqualified. The entry information provided is subject to the [Privacy Policy](#) on the Syngenta Crop Protection, LLC website located here; <http://www.syngenta-us.com/legal/privacypolicy.html>. Once an entry is submitted, it cannot be changed, altered, modified or supplemented. Correspondence and inquiries concerning the Contest will be accepted only via email communication addressed to sfisher@gscommunications.com.

Entries will become the property of Sponsor and will not be acknowledged or returned. Essays, photos and videos must be the original and sole creation of the entrant, and all rights, title and interest in the essay and photo or video (a) must be owned solely by the entrant; (b) may not have been submitted in any other competition, including any contest previously offered by Syngenta Crop Protection, LLC; (c) may not have been previously published; (d) essay must be in English; (e) must not be defamatory, obscene, inappropriate or unfit for publication; (f) must not infringe upon any third party's rights, including, but not limited to, copyright, patent or trademarks/trade names/logos, or rights of privacy or publicity; (g) must not advocate alcohol or drug use, acts of violence, or any illegal conduct; (h) must not disparage or adversely affect the goodwill or business reputation of Sponsor or any of its brands; and (i) must be truthful in all material respects. Each entrant (if a minor in their state of residence, their parent or legal guardian) warrants and represents that their essay and photo or video comply with all of the preceding conditions. Notwithstanding such representation and warranty from entrant, if Sponsor or the judges determine in their sole discretion that essay and photo or video of a given entrant is in violation of any of the foregoing requirements, such entry will be disqualified from the Contest.

Entries must be submitted by the person who is entering to win the Contest. Any materials provided to Sponsor other than via the entry submitted at the Website will not be included in the judging process, nor will they affect, in any way, the outcome of the Contest. Winners will be selected based solely on the judging criteria noted under "Judging." In the event of a dispute, all entries will be deemed to have been submitted by the owner of the email account listed on the entry form and such owner must be eligible under these Official Rules. For these purposes, an email account holder shall mean the natural person assigned to such email account by the Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with such email account. No forms of entry other than as stated in these Official Rules will be accepted.

Sponsor reserves the right, at its sole discretion, to cancel, terminate or suspend the Contest in whole or in part should a cause or event beyond Sponsor's control affect the administration, fairness, proper play or conduct of the Contest. In such event, Sponsor will select three (3) Finalists Prizewinners and from those one (1) Grand Prizewinner and seek to award such prizes in a manner that is fair, appropriate and consistent with the Official Rules as determined by Sponsor in its sole discretion. Notice of such action by Sponsor will be posted on the Website.

By entering this Contest, participants agree to be bound by these Official Rules and the decisions of Sponsor and the judges, whose decisions regarding all aspects of the Contest shall be final and binding in all respects.

JUDGING: The three (3) Finalist entries will be selected on or about June 7, 2019. The Finalists will be selected from among all eligible entries received for the Contest. Each Finalist will advance to the final judging round to determine the Grand Prizewinner. The Grand Prizewinner will be selected on or about September 6, 2019. In all cases, those entries that qualify as eligible entries will be evaluated by judges, whose decisions are final and binding on all judging matters related to this Contest. Judges will be professionals in the agriculture industry and will be selected by Sponsor. Employees of Sponsor may be judges. The Grand Prizewinner will be partially determined by the number of votes his/her entry receives from Website visitors in a public vote among Finalist entries to take place between June 15, 2019, and August 30, 2019. (Sponsor reserves the right to reschedule the voting period and will make such changes public knowledge by posting notification on the Website.) All eligible entries will be rated on a scale of 1 (lowest score) to 100 (highest score) points based on the following criteria: 1) Creativity/Uniqueness of theme (30 points), 2) Functionality/Professional appeal (30 points), 3) Visual appeal of photograph or video (30 points), and 4) Flow/Organization of essay (10 points). At the Grand Prize judging level, entries will be rated on a scale of 1 (lowest score) to 150 (highest score) points based on the same criteria as noted at the Finalist (i.e., initial) judging level in addition to 5) Number of Votes from Website visitors during the public vote (50 points). In the event of a tie at any judging level, the entrant whose entry has the higher/highest score in the Creativity/Uniqueness of theme criterion will be declared the winner (i.e., Finalist round or Grand Prize round, as applicable). If tie continues, the tied entry with the higher/highest score in the Functionality/Professional appeal criterion will be declared the winner. If tie continues, the tied entries will be rejudged by a new judge, who will use the same judging criteria as stated herein to determine which entry is the winner. Sponsor will attempt to notify the Finalists on or about June 10, 2019, and the Grand Prizewinner on or about September 9, 2019. Notification will be made via email supplied on the promotion registration page with entry. Grand Prizewinner will be required to complete, sign and return an Affidavit of Eligibility, a Liability Release and a Publicity Release (where lawful) and/or other documents (e.g., consents from third parties depicted or referenced in winner's essay and/or photo or video, as applicable), all within an indicated time period. If potential

winner of any prize cannot be contacted for any reason (including if notification email is returned as undeliverable) or if Grand Prizewinner fails to complete, sign and return the required documentation in the time indicated, such prize will be forfeited and the Grand Prize will be awarded to an alternate winner selected from among all remaining eligible Finalist entries (as applicable) in the manner set forth above.

ABOUT PUBLIC VOTE: Entrant understands and agrees that if his/her entry (essay and photo or video) is selected as a Finalist entry: (a) the entry as posted for public vote may differ from his/her entry as originally submitted due to technological or system limitations/capabilities/functionality or the like, and Sponsor and its agencies shall have no liability in conjunction therewith; (b) entries may be posted in any order, pattern, sequence or format which may (or may not) be rotated one or more times at the Sponsor's sole discretion; and (c) entries will be attributed to entrants in a manner of Sponsor's sole choosing with all entries being attributed to entrants in the same manner. Sponsor reserves the right to discount tainted votes, disqualify entries or take other remedial actions so as to protect its legal rights, if Sponsor determines in its sole discretion that the integrity of the public vote has been compromised or undermined in any way. Improper conduct relative to the public vote includes but is not limited to the offer of any gift, award or benefit in exchange for voting for a given entry.

POSTED ENTRIES REPRESENT SOLELY THE VIEWS/OPINIONS OF THE INDIVIDUAL FINALIST ENTRANTS AND DO NOT REFLECT THE VIEWS/OPINIONS OF SPONSOR IN ANY MANNER. SPONSOR IS ACTING AS A PASSIVE CONDUIT FOR THE POSTING OF ENTRIES AND DISCLAIMS ANY RESPONSIBILITY FOR SCREENING, MONITORING OR REVIEWING ENTRIES PRIOR TO POSTING OF SAME.

PRIZES: The prizes offered in the #RootedinAg Contest are as follows:

Three (3) Finalist Prizes: Each Finalist will receive one (1) touch-screen tablet (model and specifications to be determined by Sponsor in its sole discretion). Approximate Retail Value (ARV) of each tablet is \$350.00.

One (1) Prize to Voters: People who vote for their favorite finalist and who choose to provide their email addresses to Sponsor for notification purposes only will be entered into a drawing for one (1) \$50 American Express® gift card. The drawing will take place on Sept. 5, 2019. Sponsor will attempt to notify the winner by email shortly thereafter.

One (1) Grand Prize: Grand Prizewinner will be awarded one (1) \$500.00 gift card (subject to terms and conditions indicated thereon; issuer to be determined by Sponsor in its sole discretion) and one (1) \$1,000.00 donation to charitable or civic organization in the Grand Prizewinner's local area made by Syngenta on the winner's behalf*. Approximate Retail Value (ARV) of Grand Prize is \$500.00. Award of prize(s) is subject to written company policy of winner's employer regarding employees' receipt of

prizes/gifts/awards from third-party entities. Unspecified expenses in conjunction with acceptance and use of prize(s) are the winner's sole responsibility. Federal, state and local taxes are the sole responsibility of winner. Grand Prizewinner will be issued an IRS 1099 Tax Form reflecting actual value of prize(s) won in the Contest and agrees to fully cooperate with Sponsor and its agencies relative to Sponsor's compliance with such governmental reporting requirements. Prizes are not transferable. No prize substitution except at Sponsor's sole discretion due to prize unavailability for any reason and only then for prize of comparable value. Prizes cannot be redeemed or exchanged for cash except for Grand Prize and only where required by law. Total Approximate Retail Value (ARV) of all prizes is \$3,250.00.

* CHARITABLE DONATION: Grand Prizewinner will suggest an organization which is recognized under Internal Revenue Code Sect. 501(c)(3) or other applicable law (i.e., a nonprofit entity whose objective is other than its own profit or commercial gain). Such suggestion is in no way binding upon Sponsor and is subject to Sponsor's approval in its sole and absolute discretion.

Should Sponsor decide to make the \$1,000.00 charitable donation to the organization suggested by Grand Prizewinner, the donation will be made by Sponsor (NOT the Grand Prizewinner) to the organization. And, as such, Grand Prizewinner will not receive any charitable deduction or other tax benefit in conjunction with the donation. (Sponsor will receive any such charitable donation or other tax benefit in conjunction with its donation.)

Should Sponsor decide not to make the \$1,000.00 charitable donation to the organization suggested by Grand Prizewinner, Sponsor is not required to provide any explanation or notice to Grand Prizewinner. In such case, Sponsor may—but is not obligated to—make a charitable donation to another organization of its sole choosing.

CONDITIONS OF PARTICIPATION: By entering, entrants release, indemnify and hold harmless Sponsor and any entity associated with the production, administration or fulfillment of this Contest, and their respective parent, affiliated and subsidiary companies, advertising/promotional agencies, and the respective employees, officers, directors and agents of the above entities, as well as Facebook (individually and collectively "Releasees") from and against any and all liability, claim or expense for any injuries, losses or damages of any kind arising from or relating to participation in the Contest (including but not limited to any liability in conjunction with violation of third-party rights) and/or the acceptance, possession or use/misuse of prize(s). By accepting prize(s), winner grants permission for the perpetual use of winner's name, hometown, likeness, photograph and/or video, submitted essay and/or parts thereof, and voice and statements by Sponsor and its designees for advertising/publicity purposes without further compensation or permission, unless prohibited by law.

To the fullest extent permitted by law, each entrant agrees that: (1) any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prize(s) awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court within the State of North Carolina; (2) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest (if any), but in no event attorneys' fees; and (3) 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 (if any), and any and all rights to have damages multiplied or otherwise increased. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of entrant and Sponsor in connection with the Contest, 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 or provisions (of the State of North Carolina or any other jurisdiction), that would cause the application of the laws of any jurisdiction other than the State of North Carolina.

WINNERS' LIST: For the names of the prizewinners, mail a self-addressed stamped envelope within ninety (90) days after the end of the Contest to: G&S Business Communications, 4242 Six Forks Road, Suite 1650, Raleigh, N.C. 27609, Attention: Susan Fisher/*Thrive*.

NO AFFILIATION: American Express, Facebook and manufacturers of prizes are not affiliated with Sponsor and are not sponsors of this Contest. Reference herein to any trademark, proprietary product, organization or company name is intended for explicit description only and does not constitute or imply endorsement.