

2023 Nufarmer Nation Grower Rewards Program

Terms and Conditions

1. **Program Period** – The 2023 Nufarmer Nation Grower Rewards Program (the “Program”) begins on September 1, 2022 and ends on August 31, 2023 (“Program Period”).
2. **Program Geography and Eligibility** – The Program is open to Canadian farmers who are the owner/operator of a farm located in Alberta, Saskatchewan, Manitoba, or British Columbia. Nufarm reserves the final decision, in its absolute discretion, on whether purchasers are valid farmers.
3. **Registration** – Farmers who received rebate payments on Nufarm products in the Monsanto ‘Real Farm Rewards’ program or the Bayer ‘Mix it Up™’ offer in prior years are automatically registered for the Program. Registration will remain effective for all subsequent years unless Nufarm receives notification from the farmer stating that they do not wish to participate in the Program. Farmers can call 1-800-868-5444 to confirm their registration status. If not already registered, farmers can register for the Program at <https://cloud.e.nufarm.com/NufarmerNationSignup2023>. Registration forms must be submitted to Nufarm online by July 31, 2023, to qualify for any Program rebate rewards for the Program Period.
4. **Partnerships** – Eligible farmers who plan on claiming together must identify partnerships with other eligible farmers at the time of registration for the Program.
5. **Qualification** – Purchase a minimum combination of 160 acres of CONQUER® brands, Fierce® brands and/or Valtera™ brands and a minimum of \$5,000 of eligible Nufarm products during the Program Period. Below is a chart outlining the qualifying products and acres/unit.

Qualifying Product	Acres/Unit
CONQUER (2 x 9.7 L case)	80
CONQUER II (2 x 9.7 L case)	160
CONQUER II (77.7 L drum)	640
Fierce (4 x 2.72 Kg case)	128
Fierce EZ (2 x 7.16 L case)	80
Valtera (2 x 4.54 Kg case)	160
Valtera EZ (2 x 4.8 L case)	160

6. **Purchase Levels, Qualifying Products and Segments** – Rebates are paid for each use segment below based on 2023 suggested retail price (SRP).
 - a. The following Nufarm products can be used to qualify and build purchase level goals in the Program:
 - **Seed Treatments** - NipsIt® SUITE, Zeltera® Pulse
 - **Pre-Seed Burndown Herbicides** - BlackHawk®, CONQUER® brands, GoldWing®, ThunderHawk™
 - **In-crop Herbicides** – Berserk™, Curtail™ M, Enforcer® D, Enforcer® M, Epic®, Idol™, Signal® brands, Signal® FSU, Statue™, TruSlate™ Pro and Venim™
 - **Fungicides** - Hornet™ and Quash®
 - **Soil Active Herbicides** - Fierce brands and Valtera brands
 - **Desiccant** - DriFast™

- b. The purchase volume reward levels are determined as follows using suggested retail pricing. No minimum unit or acre purchase is required in any segment to receive a rebate on that segment.

Segment	Purchase Level (SRP)		
	\$5,000 - \$39,999.99	\$40,000 - \$84,999.99	> \$85,000
SEED TREATMENTS & PRE-SEED BURNDOWN HERBICIDES	4%	8%	12%
IN-CROP HERBICIDES & FUNGICIDES	4%	6%	8%

- c. The following purchased Nufarm products in each segment will be calculated to receive rebates:

Segment	Products receiving rebates
SEED TREATMENTS & PRE-SEED BURNDOWN HERBICIDES (4 – 12%)	NipsIt® SUITE, Zeltera® Pulse, BlackHawk®, CONQUER® brands, GoldWing®, ThunderHawk™
IN-CROP HERBICIDES & FUNGICIDES (4 – 8%)	Enforcer® D, Enforcer® M, TruSlate™ Pro and Quash®

- d. The following purchased Nufarm products will be calculated and used as builders towards the purchase levels in the Program for both the Seed Treatments & Pre-seed Burndown Herbicides and the In-crop Herbicides & Fungicides segments: Berserk, Curtail M, DriFast, Epic, Fierce, Hornet, Idol, Signal brands, Signal FSU, Statue, Valtera and Venim.
8. **Reward Calculation** – The Program reward calculation is based on 2023 Suggested Retail Price (SRP) as stated by Nufarm. If there's no published SRP for a product, there will be a dollar value assigned by Nufarm for the purposes of reward calculations. The SRP is subject to change at any time.
9. **Eligible Purchases** – Eligible product purchases for the Program must be made during the Program Period that have been submitted to and validated via AgCollect by a licensed Phase III crop protection retailer or a certified commercial seed treater. No other invoices will be accepted.
10. **Excluded Purchases** – Purchases where the product(s) is (are) returned for any reason whatsoever, purchases of products for resale, and/or purchases by buying groups will be excluded from the Program rebate calculations. Only products purchased for use on farmer owned or leased land is eligible for the Program. Purchases made for use on non-related farming entities cannot be consolidated to increase Program rewards.

11. **Nufarm's Discretion** – Nufarm will determine the maximum Program rebate for the eligible farmer. Nufarm shall determine the amount of any payment(s) which may be payable in respect of the Program. Nufarm does not have any obligation to issue any reward payment(s) until Nufarm has been provided with all the information that's required from the retailers and/or other parties to calculate the amount of the rebate payment that should be issued to the eligible farmer.
12. **Reward Cheque** – All cheques will be made out to the partnership or company name provided on the Registration Form. No Program payments under \$200.00 CAD will be issued by Nufarm. There is a limit of one Program claim per Registered/Eligible Farmer, address, farm unit or partnership. Reissuance of payments (due to payment being misplaced, stale-dated or otherwise) will be at Nufarm's sole and absolute discretion, subject to applicable law.
13. **Overpayment: Audit** – Any Program overpayment will be refunded to Nufarm by the eligible farmer or will be deducted from future Program payments at the election and discretion of Nufarm. Nufarm reserves for a period of three (3) years from the end of the Program Period the right to audit compliance with all conditions and provisions of this Program or other Nufarm offers which includes, but is not limited to, an audit of retailer/dealer's or grower's books/records and an inspection of facilities. If retailer/dealer or grower does not have the proper documentation for the three (3) year audit term, Nufarm may treat such lack of valid documentation as if the sales were invalid and not properly made and subject to payment of the cost of the audit and forfeiture of program payments.
14. **Limitation of Liability** - Any eligible farmer participating in the Program does so at their own risk and shall hold Nufarm Agriculture Inc. ("Nufarm"), its parent companies, affiliates, agents, representatives, suppliers, advertising/promotion agencies and any other entity involved in the development, production, administration or fulfillment of the Program, and each of their respective officers, directors, employees, agents, representatives, successors and assigns ("Program Parties") harmless from any claim, liability, loss, damage (including punitive, incidental, and consequential damages), or expense (including attorneys' fees) arising out of or in connection with their participation in the Program. Promotion Parties will not be responsible for: (a) any late, lost, misdirected, delayed, incomplete, incompatible or misdirected data and/or other product purchase information required by Nufarm to determine farmer's payment eligibility; (b) any failure(s), malfunction(s) or other problem(s) of any nature whatsoever; (c) the failure of any order, purchase transaction, data and/or other element(s) of the Program to be received, captured or recorded for any reason whatsoever; and/or (d) any combination of the above.

TO THE FULLEST EXTENT PROVIDED BY LAW, IN NO EVENT WILL THE PROGRAM PARTIES BE LIABLE FOR DAMAGES OF ANY KIND, UNDER ANY LEGAL THEORY, ARISING OUT OF OR IN CONNECTION WITH THE PROGRAM, INCLUDING ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF REVENUE, LOSS OF PROFITS, LOSS OF BUSINESS OR ANTICIPATED SAVINGS, LOSS OF USE, LOSS OF GOODWILL, AND WHETHER CAUSED BY TORT (INCLUDING NEGLIGENCE), BREACH OF CONTRACT, OR OTHERWISE, EVEN IF FORESEEABLE.

15. **Disputes** - Any claim that an eligible grower wishes to make against Nufarm (including claims for discrepancies) arising from their participation in the Program, or any request by such grower for resolution of a dispute arising between them and Nufarm by virtue of their participation in the Program, must be made in writing to Nufarm by no later than 90 days after receipt of the Program rebate. If a claim, or a request for dispute resolution, has not been made by that time, the grower affirmatively waives and shall have no further rights to make any such claim or request against Nufarm.
16. **Changes Without Prior Notice** - Nufarm reserves the right to modify or withdraw the Program offer and/or these Terms and Conditions without prior notice.
17. **Farmer Consent** - By registering for the Program, the farmer consents to Nufarm and/or Nufarm's agents' collection, use and disclosure of information including transactional data for purchases of any Nufarm products and other products and any associated personal information, for purposes of administering the Program, for advertising and marketing purposes, and the following other purposes ("Other Purposes"):
 - a. the farmer's participation in, and Nufarm's and/or Nufarm's agents' assessing and processing entitlements under other marketing programs that are not part of the Program; and
 - b. Nufarm better understanding a farmer's needs and preferences in order to develop and offer information, services and products by Nufarm, Nufarm's agents, or Nufarm's authorized Retailers or other business connections.

ALWAYS READ AND FOLLOW LABEL DIRECTIONS.

Berserk™, BlackHawk®, CONQUER®, DriFast™, Enforcer®, Epic®, GoldWing®, Hornet™, Signal®, Statue™, TruSlate™, ThunderHawk™ and Venim™ are trademarks of Nufarm Agriculture Inc. Fierce®, NipsIt® SUITE, Quash® are registered trademarks of Valent U.S.A. LLC. Valtera™ is a trademark of Valent U.S.A. LLC. Zeltera® is a registered trademark of Sumitomo Chemical Co. Ltd. Curtail® is a trademark of Corteva Agriscience.

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