

2020/2021 UPL AGROSOLUTIONS CANADA GROWER REWARDS PROGRAM

TERMS AND CONDITIONS

To qualify for the Grower Rewards Program, a Grower must purchase qualifying products and meet the requirements of the UPL AgroSolutions Canada Inc. Grower Rewards Program.

Eligible Participants

1. A Grower is defined as:
 - a. An individual sole proprietor actively engaged in producing a crop on land in Canada owned by or leased to such individual sole proprietor for the purpose; or
 - b. A corporation actively engaged in producing a crop on land in Canada owned by or leased to such corporation for that purpose; or
 - c. A partnership that is a demonstrably distinct farming operation in Canada:
 - i. Comprised of only those members of the partnership ("Partners") engaged in producing a crop on land, or with assets or equipment, that is owned by the partnership or contributed by the Partners; and
 - ii. Distributes all or a portion of revenue, if any, from such crop among Partners.
2. Product sold to a farming operation that owns, leases or provides local custom-farming services in British Columbia, Alberta, Saskatchewan, and/or Manitoba will qualify for Grower Rewards Program rebates.
3. The UPL AgroSolutions Canada Inc. Grower Rewards Program ("Program") is not available to buying groups or any individual or entity other than a Grower as defined above.
4. Program Eligibility: There is a limit of one Program claim per Grower, address, farm unit or partnership. The Program is limited to agricultural uses by commercially-active Growers in Canada who register to participate in the Program.

Applicable Sales and Products

1. UPL AgroSolutions Canada Inc. rewards Growers with Base Rewards for early purchases of a minimum 300 acres per product of qualifying Products between September 1, 2020, and February 15, 2021. The Program also rewards Growers with Base Rewards for a minimum 160 acres per product of qualifying Products purchased in-season between February 16, 2021, and August 31, 2021. In addition, Growers can earn Bonus Rewards by purchasing qualifying Products from two or more categories during the Program period. Additionally, when Growers purchase a minimum of 300 acres of INTERLINE®, they will be rewarded an additional 5% on all products purchased in the program during the qualifying period. All qualifying rewards are based on the suggested retail price (SRP) outlined in the program. For information regarding SRPs, please contact an authorized Canadian retailer.
2. To participate in the Program, Growers must be registered at uplrewards.ca prior to August 31, 2021, to be eligible to receive Base Rewards or Bonus Rewards under the Program. UPL AgroSolutions Canada Inc. reserves the right in its sole discretion to extend the registration period.
3. Eligible Products must be used during the 2021 crop season on the land identified by the Grower to UPL AgroSolutions Canada Inc. when registering to participate in the Program. In order to qualify for the Base Rewards or Bonus Rewards; eligible products must be used by the same Grower who purchased them on a single farming operation.
4. Products that are returned by the Grower for any reason whatsoever or Products purchased for resale do not qualify as purchases under the Program. As a condition to participating in the Program, the Grower agrees to notify UPL AgroSolutions Canada Inc. if they return Products after the claim for a Program Reward is made. UPL AgroSolutions Canada Inc. has the option of requesting a refund or applying the overpayment to any subsequent Program offered to Grower.

5. Grower Purchases: Purchases of crop protection Products must be through a licensed Phase III crop protection retailer.

Redemption

1. By registering for the Program, Grower authorizes UPL AgroSolutions Canada Inc. and its agents to automatically process Rewards earned by Grower under the Program through the receipt by UPL AgroSolutions Canada Inc. of:
 - a. Electronic transactional data from authorized distributors/retailers of the Grower; or
 - b. Proof of purchases of Products by and from the Grower that are satisfactory to UPL AgroSolutions Canada Inc.
2. Grower will earn rewards under the Program only if Grower qualifies and meets all the terms and conditions of the Program.
3. UPL AgroSolutions Canada Inc. will endeavour to issue payment under the Programs by December 31, 2021, provided that the distributor/retailer submits the Grower's complete purchase profile via transactional data to UPL AgroSolutions Canada Inc. within 60 days following the end of the Reward period for the applicable reward.
4. If a Grower has discrepancies to report respecting a payment received, the Grower must report these within 60 days of receiving payment. Growers can call UPL AgroSolutions Canada Inc. toll-free at 1-866-761-9397 or email us at uplrewards@agdatacanada.com to report a potential discrepancy. UPL AgroSolutions Canada Inc. determination regarding a discrepancy is in its sole discretion.
5. UPL AgroSolutions Canada Inc. will not issue rebate cheques of \$100.00 in value or less.
6. All cheques will be made out to the Grower name provided by the Grower at the time of registration.

Transactional Information

1. Authorized distributors/retailers of qualifying Products will submit all Grower's sales to AgCollect for validation. UPL AgroSolutions Canada Inc. will verify all transactions. Payments are made using transactional data as supplied by the distributor/retailer to AgCollect and will only be made on data that has been validated by such distributor/retailer. Rewards are paid on net sales purchase data as provided by the distributors/retailers. UPL AgroSolutions Canada Inc. reserves the right to audit all sales of UPL AgroSolutions Canada Inc. crop protection Products by the distributor/retailer to Growers in order to confirm the accuracy of the sales and to adjust if necessary, any affected Rewards retroactively.
2. Grower agrees that UPL AgroSolutions Canada Inc. and its agents may utilize electronic means and technology (computer systems, internet applications, etc.) in association with carrying out the Program.
3. Where approved distributor/retail does not supply UPL AgroSolutions Canada Inc. with required information, Grower may submit copies of invoices or receipts for all qualifying Product purchases prior to payment of any Program Reward.
4. Reward payments will be calculated per acre treated by Grower with the qualifying Product based upon the Product units purchase and the defined acre/coverage recommended for each Product.

Use of Information, Privacy, and Communications

1. When you enroll in the Grower Rewards Program, we and our service providers use the information you provide on the enrollment form to administer your participation in the program, calculate, process and deliver program rewards, verify reported purchases, and as otherwise permitted or required by applicable law. We also obtain Grower transactional data (including from distributors and retailers) for purchases of all and any UPL AgroSolutions Canada Inc. products for the above purposes.
2. UPL AgroSolutions Canada Inc. may communicate with Grower - by any means including telephone, fax, electronic email, text messages, instant messages and other forms of social media, for the following purposes:

- a. The Grower's participation in the Program, including assessing and processing rewards under, the Program;
 - b. Investigating and acting on violations of the Program;
 - c. Better understanding a Grower's needs and preferences in order to develop and offer information, products and/or services to the Grower from UPL AgroSolutions Canada Inc. and its distributors/retailers.
3. If a Grower does not wish to receive marketing communications from UPL AgroSolutions Canada Inc., the Grower can contact UPL AgroSolutions Canada Inc. at 1-866-761-9397 or uplrewards@agdatacanada.com
4. Certain affiliates or third parties who process data on behalf of UPL AgroSolutions Canada Inc. may be located in countries outside of Canada, including in the United States/India. Information transferred to such third parties may be subject to disclosure pursuant to the laws of such jurisdictions.

Miscellaneous

1. The terms of the Program, as set out in these Terms and Conditions, and any other Program materials or documentation, constitute the entire understanding between the parties and supersede any and all prior agreements, understanding, representations or arrangements, whether oral or written, between the parties relating to the Program. No agent, employee, or representative of UPL AgroSolutions Canada Inc., or other person, is authorized to offer or make any other warranties, guarantees, conditions, or representations with respect to the Grower's participation in the Program, other than as set out in the Terms and Conditions. No amendment, change, modification or alteration of the Terms and Conditions for the Program shall be binding upon UPL AgroSolutions Canada Inc. unless made in writing and expressly agreed to in writing by UPL AgroSolutions Canada Inc.
2. Prior Notice: UPL AgroSolutions Canada Inc. reserves the right to modify this program in its sole discretion. Program subject to change without notice.
3. Where UPL AgroSolutions Canada Inc. publishes a Rebate Calculator for use by a Grower, such rebate calculator is for informational purposes only and the actual rebate calculation will be determined exclusively by UPL AgroSolutions Canada Inc. in accordance with the Program.
4. Grower agrees that the liability of UPL AgroSolutions Canada Inc. for any errors or omissions of UPL AgroSolutions Canada Inc. or other third parties associated with carrying out the Program shall be limited to the actual cash value of entitlements of the Grower under the Program in the Program period.
5. UPL AgroSolutions Canada Inc. is authorized to set off any overpayments made to Grower under the Program against any amounts owing by UPL AgroSolutions Canada Inc. to Grower.

