

## 2018 Here's to Hometowns Contest Rules and Regulations

NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS CONTEST. VOID WHERE PROHIBITED. BY ENTERING, ENTRANT AGREES TO BE BOUND BY THE CONTEST RULES ("OFFICIAL CONTEST RULES") AND THE DECISIONS OF THE SPONSOR, WHICH SHALL BE FINAL IN ALL RESPECTS.

1. GENERAL. Pioneer Hi-Bred Canada Company (the "Sponsor") "Here's to Hometowns" Contest (the "Contest") begins on July 19, 2018 (6:00:01 pm, ET) and ends on October 19, 2018 (11:59:59 pm, ET) (the "Entry Period").

PHASE	START DATE	END DATE
Entry Period	July 19, 2018	October 19, 2018
Judging	October 22, 2018	November 2, 2018
Announcement of Finalists	November 13, 2018	N/A
Public Voting Period	November 13, 2018	December 10, 2018
Winner Announcement	On or about January 16, 2019	N/A

2. ELIGIBILITY. Contest is open to Canadian residents in the provinces of Ontario, Quebec, New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island (the "Territories") who have reached the age of majority in their province of residence.

Persons in any of the following categories are NOT eligible to complete an entry form and submit a Submission (as defined in rule 3 below) in the Contest: (a) persons who on or after July 19, 2018, are a director, officer, employee, dealer, distributor, sales representative, or agent of Sponsor or any parent, subsidiary, affiliate, or independent contractor of Sponsor; (b) persons engaged in the development, production, distribution, advertising and promotion of this Contest; and (c) persons who are immediate family members (defined as spouse, dependent, or biological or step-mother, father, sister, brother, daughter, or son and each of their respective spouses) of any person in any of the preceding categories, regardless of where they live, and individuals who reside in the same household, whether related or not, as any person in any of the preceding categories. By participating in the Contest, each entrant unconditionally accepts and agrees to comply with and abide by the Official Contest Rules the decisions of Sponsor, which shall be final and binding in all respects.

3. ENTRY. No purchase is necessary to enter the Contest.

To enter, go online during the Entry Period and visit HerestoHometowns.ca (the "Website"), locate the link to enter the Contest, complete the entry form with the information requested for your Community



Project (defined in section 9 below), answer the questions regarding your entry and follow the instructions to upload your Video (as defined below) depicting your chosen Community Project and why you want it to win through the Website (collectively, a "Submission").

Each Submission must meet the following criteria:

- Video must be .MOV, .MP4, .M4V, .FLV, .AVI, .WMV, no larger than 1024mb (1 GB), and no longer than 2:30 minutes in length
- Submission must not defame, misrepresent or contain disparaging remarks about Sponsor or any
  of its products, or other people, products or companies or communicate messages inconsistent
  with the positive images and/or goodwill associated with the Sponsor, as determined by Sponsor
  in its sole discretion.
- Submission must be suitable for family audiences, including without limitation for display and publication on packaging and national television, as determined by Sponsor in its sole discretion.
- Submission must NOT contain or depict material that is (or promoting activities that are) sexually explicit, obscene, pornographic, violent, discriminatory (based on race, sex, religion, national origin, physical disability, sexual orientation or age), illegal (ex. Underage drinking, substance abuse, computer hacking, etc.), offensive, threatening, profane or harassing.
- Submission must NOT have been previously submitted to another Contest, broadcast on a media network or submitted to any entertainment entity that would conflict with this Contest, as determined in the Sponsor's sole discretion.
- Submission must NOT include materials that violate or infringe another person's rights, including but not limited to, privacy, publicity, or intellectual property rights.
- Submission must NOT include third parties/people who have not expressly authorized entrant to feature their image, name, likeness or personal information in the Submission or otherwise use such image, name, likeness or personal information in accordance with these Official Contest Rules. Entrant must provide on request all appropriate clearances, permissions and releases for the Submission, including releases from all persons featured in the Submission (in the event an entrant cannot provide all required releases, Sponsor reserves the right, in Sponsor's sole discretion, to disqualify the applicable Submission).

No other form of participation is valid. Limit one (1) entry per person. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities or any other methods will void that entrant's entries, and that entrant may be disqualified in Sponsor's discretion. The Website's computer is the official timekeeping device for this Contest. No automated



entry devices and/or programs permitted. Entries generated by a script, macro or other automated means will be disqualified. Entrants must provide all information requested to be eligible to win. Incomplete, unreadable or unintelligible entries will be disqualified. Proof of entry submission does not constitute proof of receipt. Except as contemplated in these Official Contest Rules, personal information collected in connection with this Contest will be used in accordance with the privacy policy found on the Website.

### 4. FINALIST SELECTION AND NOTIFICATION

At the conclusion of the Entry Period, up to eight (8) potential finalists ("Finalists") will be selected from among all eligible entries received by a panel of qualified judges selected by Sponsor, four (4) in Ontario, two (2) in Quebec, and two (2) throughout all of New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island (each prize category is referred to as a "Region"). The Finalists in each Region will be selected based on the following equally weighted judging criteria: (1) originality/creativity/execution of Video; (2) depiction of community pride; and (3) depiction of hometown spirit. The judging of Submissions will be conducted under the supervision of Sponsor, whose decisions are final and binding in all respects relating to winner selection. In the event of a tie in any Region, the tied Submissions in the Region will be judged by an additional judge under supervision of Sponsor, whose decision will serve as a tie-breaker by using the same criteria as outlined herein. The Finalists, as determined by the judging panel indicated above, will be notified by telephone, email and/or overnight mail on or about November 5, 2018 and will be required to respond (as directed) to the notification attempt within seventy-two (72) hours of first attempted notification. The failure to respond timely to the notification may result in forfeiture of participation in the Contest and, in such case, Sponsor may select in its sole discretion, according to the aforementioned judging criteria, an alternate Finalist. The Finalists will be required to execute and return a declaration of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Sponsor (the "Finalist Documents") within a reasonable amount of time, as determined by the Sponsor in its sole discretion. Potential Finalists will not be eligible to proceed in the Contest until all properly completed Finalist Documents. Sponsor reserves the right to select fewer than eight (8) Finalists if there are fewer than eight (8) eligible entries or for any other reason in accordance with these Official Contest Rules.

## 5. PUBLIC VOTING PERIOD AND WINNER SELECTION/NOTIFICATION

During the Public Voting Period, the confirmed Finalists' Submissions will be made available for viewing on the Website, where visitors to the Website will have the opportunity to vote for their favourite



Submission in each Region. Limit one (1) vote in each Region per person per day during the Public Voting Period. For purposes of these Official Contest Rules, a "Day" is defined as a calendar day during the Public Voting Period beginning at 12:00:00 a.m. (ET) and ending at 11:59:59 p.m. (EST). Any suspected or deliberate attempt to manipulate, or otherwise fraudulently tamper with the voting process, may result in disqualification of the voter and/or Finalist, at the Sponsor's sole discretion. Fraudulent tampering includes, but is not limited to: (i) use of proxy voting tools; (ii) registering for multiple accounts and/or using multiple email addresses to establish accounts; (iii) offering any type of inducement or compensation (monetarily or otherwise) to any third party in exchange for a vote in any manner; or (iv) votes generated by a macro, script, bot or other fraudulent means in an attempt to manipulate the outcome of the Public Voting Period.

The potential grand-prize winners will be the two (2) Finalists in Ontario, one (1) Finalist in Quebec, and one (1) Finalist in New Brunswick, Nova Scotia, Newfoundland and Labrador, and Prince Edward Island who each receive the most votes during the Public Voting Period. The potential grand prize winners will be notified by telephone and/or email by using contact information provided at the time of entry and may have to complete any required "Prize Claim Documents" as directed by Sponsor. Potential winner may be required to execute and return a declaration of eligibility, a liability release and, unless prohibited by law, a publicity release and other related documents required by the Sponsor (the "Finalist Documents") within a reasonable amount of time, as determined by Sponsor in its sole discretion. If, despite reasonable efforts, a potential winner does not respond within five (5) days of the first notification attempt, execute the Finalist Documents within the time determined by Sponsor, or if the prize or prize notification is returned as unclaimed or undeliverable to such potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected, at sole discretion of Sponsor, based on the judging results. Sponsor, in its sole discretion, may attempt to select additional potential winners of a prize in accordance with judging criteria noted above, after which the prize in question may go unawarded if it remains unclaimed. Sponsor shall have no liability for any winner notification that is lost, intercepted or not received by a potential winner for any reason. If any potential winner does not respond within the time required by Sponsor, or if the winner notification is returned as unclaimed or undeliverable to any potential winner, such potential winner will forfeit his or her prize and an alternate winner may be selected. If any potential winner is found to be ineligible, or if he or she has not complied with these Official Contest Rules or declines the prize for any reason, such potential winner will be disqualified and the prize may be awarded to the Finalist who receives the next most number of votes.

### 6. REPRESENTATIONS AND WARRANTIES/INDEMNIFICATION



Each person who enters this Contest represents and warrants as follows: (i) the Submission is the entrant's own original, previously unpublished and previously unproduced work and over which entrant has all necessary rights, title and interest, including copyright; (ii) the Submission does not contain any computer virus and is otherwise uncorrupted; (iii) as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not infringe upon the intellectual property rights, or defame or invade the publicity or privacy rights, of any third party, living or deceased; (v) all individuals appearing in the Submission have granted to you an irrevocable, royaltyfree, worldwide license in perpetuity to publish or otherwise use their likeness in the Submission in any manner and media whether now known or hereafter devised including, without limitation, on the Contest Website; (vi) the Submission does not and will not violate any applicable laws and is not and will not be defamatory or libelous; and (vii) the Submission complies with these Official Contest Rules. Each entrant hereby agrees to release, indemnify and hold the Contest Entities harmless from and against any and all third-party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder, including, without limitation, all claims based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related cause of action that relates in any way to Sponsor's use of the Submission.

### 7. GRANT OF RIGHTS

Each entrant into the Contest agrees as follows: (i) entrant acknowledges that his or her Submission may be posted by Sponsor on the Website or used in Sponsor's promotional e-mails, in Sponsor's sole discretion but without obligation; (ii) entrant has the right and authority to, and do hereby irrevocably grants to Sponsor, its designees, its affiliates, its successors and it assigns the non-exclusive, irrevocable, royalty-free worldwide license in perpetuity to use, copy, sublicense, broadcast, transmit, distribute, publicly perform, publish, delete or display the Submission in any media now known or hereafter devised, including, but not limited to, all forms of electronic media, print media and all forms of internet and wireless protocol in perpetuity and throughout the universe for advertising, marketing, publicity and promotional purposes in connection with the Contest and other promotions.

Sponsor shall have the right, in its sole discretion, to edit, composite, morph, scan, duplicate or alter a Submission for any purpose that Sponsor deems necessary or desirable, including blurring or otherwise removing any third-party trademarks (including, but not limited to, brand names, product names, logos,



insignia, location signage, photographs, artwork, etc.) appearing in a Submission, and each entrant irrevocably waives any and all so-called moral rights they may have therein.

### 8. PUBLICITY RELEASE

By participating in the Contest, in addition to any other grants that may be granted in any other agreement entered into between Sponsor and any entrant in or winner of the Contest, each entrant irrevocably grants the Sponsor, its successors, its assigns and its licensees the right to use such entrant's name, likeness, biographical information and Submission in any and all media for any purpose, including, without limitation, advertising and/or promotional purposes as well as in, on or in connection with the Website or the Contest or other promotions, and hereby releases the Sponsor from any liability with respect thereto. Additionally, Sponsor may require the Finalists and/or grand-prize winners to allow the Sponsor and/or its representatives to take additional photos and/or video of such Finalist's and/or grand-prize winner's home, farm or community centre for purposes of the Contest and the publicity of same.

## 9. PRIZES AND APPROXIMATE RETAIL VALUES

Four (4) grand prizes are available. Each grand prize consists of a Community Project Grant to be used for the purposes depicted in the applicable winning Submission (ARV CAD \$50,000 each winner and total ARV of all prizes CAD \$200,000) ("Community Project Grant"). Before awarding a prize, a representative from the organization identified during the Contest entry process must complete a form supplied by Sponsor to confirm the organization's involvement and to take responsibility for overseeing the administration of the Community Project Grant. A Community Project can include, but is not limited to, an organization that develops or improves community resources such as sports fields / arenas/complexes, community pools, community centres, playgrounds / parks / recreation, agricultural societies, healthcare institutions, school nutrition/health programs, conservation efforts, public safety, public safety emergency equipment or similar services etc. located in the Territories ("Community Project"). Religious, political parties / lobby groups, personal / private pursuits, trips/tours/travel expenses, sports tournaments and projects where benefits occur outside of Territory entered, etc. are excluded from eligibility.

A representative of the community organization eligible to receive a Community Project Grant is required to provide their best efforts to work with the necessary parties to execute the concept described in the video submitted as part of the Submission; however, Sponsor reserves the right, in its sole discretion, to disqualify the entry, and the Community Project prize will be forfeit, in the event that



the execution of the development or improvement project depicted in the winning entry cannot be executed in a manner consistent with the spirit of this Contest. In such circumstances, Sponsor will select the entry in the same Region that received the next highest number of votes during the Public Voting Period as eligible to win the Community Project Grant (which shall be subject to all of the same prize conditions under these rules). The Community Project Grant will be awarded in the form of a \$50,000 cheque to the selected, qualifying organization — subject to verification. Sponsor will have no responsibility and/or oversight for the Community Project Grant.

Each organization that receives a Community Project Grant shall be solely responsible for all federal, provincial and/or local taxes, and the reporting consequences thereof, and for any other fees, taxes or other costs associated with the applicable prize. The organization that receives a Community Project Grant and its representatives must be willing to participate in a documentary capturing how the Community Project Grant has been put to use in the local community. Sponsor and/or its representatives may require anyone involved in such documentary to sign additional documents relating to his/her participation in any documentary.

# 10. ODDS

The odds of being selected as a HERE'S TO HOMETOWNS Grand Prize Winner will depend upon the results of the judging of the entrant's Submission.

## 11. GENERAL

Entrants agree that the Contest Entities: (i) shall not be responsible or liable for any losses, damages or injuries of any kind resulting from participation in the Contest or any Contest-related activity or from entrants' acceptance, receipt, possession and/or use or misuse of any prize; and (ii) have not made any warranty, representation or guarantee express or implied, in fact or in law, with respect to the prizes, including, without limitation, to such prize's quality or fitness for a particular purpose. Sponsor assumes no responsibility for any damage to an entrant's computer system that is occasioned by accessing the Website or participating in the Contest or for any computer system, phone line, hardware, software or program malfunctions, or other errors, failures, or delayed computer transmissions or network connections that are human or technical in nature. Without limiting the generality of the foregoing, the Contest Entities are not responsible for: incomplete, illegible, misdirected, misprinted, late, lost, damaged or stolen submissions or prize notifications; lost, interrupted, inaccessible or unavailable networks, servers, satellites, Internet Service Providers, websites or other connections; miscommunications; failed, jumbled, scrambled, delayed or misdirected computer, telephone or cable



transmissions; any technical malfunctions, failures, difficulties or other errors of any kind or nature; or for the incorrect or inaccurate capture of information or the failure to capture any information. Sponsor reserves the right in its sole discretion to disqualify any individual who is found to be tampering with the entry process or the operation of the Contest or the Website, to be acting in violation of these Official Contest Rules, to be acting in an unsportsmanlike or disruptive manner or to be acting with the intent to disrupt or undermine the legitimate operation of the Contest or to annoy, abuse, threaten or harass any other person, and Sponsor reserves the right to seek damages and other remedies from any such person to the fullest extent permitted by law. In the event an insufficient number of eligible entries are received or Sponsor is prevented from awarding prize(s) or continuing with the Contest as contemplated herein by any event beyond its control, Sponsor shall have the right to modify, suspend or terminate the Contest. If the Contest is terminated for any reason before the designated end date, Sponsor will (if possible) select the potential Semi-Finalists or winner from all eligible, non-suspect entries received as of the date of the event giving rise to the termination. These Official Contest Rules cannot be modified or amended in any way except in a written document issued in accordance with the law by a duly authorized representative of Sponsor. The invalidity or unenforceability of any provision of these rules 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 rules shall otherwise remain in effect and shall be construed in accordance with their terms as if the invalid or illegal provision were not contained herein.

All entries become the property of Sponsor. Entries will be rejected if not fully completed. Persons tampering with or abusing the entry policy will be disqualified. Sponsor, including its agents, representatives and those associated with them, are not responsible for any entry, a prize-winning notification or the claim for prize, which fails to get entered, is lost, misdirected or which arrives late, as the case may be, whether or not due to the fault of Sponsor or of any other person or thing and whether or not due to an interrupted or unavailable browser or network server or malfunction, congestion, incompatibility, misconnection or miscommunication, failed or lost computer transmissions, or if Sponsor's email/web site portal is compromised by virus, bugs, unauthorized human or unauthorized non-human intervention, or for any technical malfunction of any telephone network or lines, computer online systems, servers, internet service providers, computer equipment, software failures, or failure of any entry to be received due to technical problems or traffic congestion on the Internet or Sponsor's web site or other similar technical problems beyond the reasonable control of Sponsor (collectively, the "technical problems"). Proof of transmission (screenshots) does not constitute proof of delivery.



Subject to the approval of the Régie des alcools, des courses et des jeux ("Regie") with respect to entrants in the Province of Québec, Sponsor reserves the right to cancel, terminate, modify, amend or suspend the Contest, in its sole discretion, if it determines that the Contest is not capable of running as originally planned for any reason (such as tampering or infection by a computer virus, fraud, technical failures, printing or distribution errors, or any other causes or occurrences that have compromised the fairness or the integrity of the Contest. If any of the foregoing technical problems prevents the fair or proper administration of the Contest, in the sole discretion of Sponsor, Sponsor further reserves the right to conduct the drawing from among all entries received prior to termination of the Contest.

In the event of a dispute over the identity of the person who submitted the entry, the entry will be deemed to be submitted by the authorized account holder of the e-mail account through which the entry was made. "Authorized account holder" is defined as the natural person who is assigned to an e-mail address by an internet access provider, on-line service provider, or other organization (e.g. business, educational institution, etc.) that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. Potential winner may be requested to provide Sponsor with proof that the potential winner is the authorized account holder of the email address associated with the potentially winning entry.

By completing the entry form, all entrants consent to the collection, use and disclosure of their personal information by the Sponsor for the purposes of running the Contest and as otherwise set out in our privacy policy, which is available at <a href="https://www.corteva.ca/en/privacy-policy.html">https://www.corteva.ca/en/privacy-policy.html</a>. Any inquiry concerning the personal information held by the contest sponsor should be addressed to the Sponsor at: Privacy Officer

Pioneer Hi-Bred Canada Company 7398 Queens Line Chatham, ON N7M 5L1

### 12. NO OBLIGATION TO USE

Sponsor shall have no obligation (express or implied) to use any Submission or any other materials gathered for the Contest, to otherwise exploit any Submission or any other materials gathered for the Contest or, if commenced, to continue the distribution or exploitation thereof, and Sponsor may at any time abandon the use of any Submission or any other materials gathered for the Contest for any reason, with or without legal justification or excuse, and entrants shall not be entitled to any damages or other relief by reason thereof.



### 13. GOVERNING LAW/JURISDICTION

ALL ISSUES AND QUESTIONS CONCERNING THE CONSTRUCTION, VALIDITY, INTERPRETATION AND ENFORCEABILITY OF THESE OFFICIAL CONTEST RULES OR THE RIGHTS AND OBLIGATIONS OF ENTRANTS OR SPONSOR IN CONNECTION WITH THE CONTEST SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE PROVINCE OF RESIDENCE OF ENTRANT.

### 14. SPONSOR

Pioneer Hi-Bred Canada Company, 7398 Queens Line PO Box 730. Chatham, ON N7M 5L1 CA

### 15. CHOICE OF LAW, ARBITRATION

EXCEPT WHERE PROHIBITED BY LAW, WHICH MAY INCLUDE THE PROVINCE OF QUEBEC, by participating in this Contest, entrant agrees that any controversy, claim or dispute arising out of, relating to, or in respect of these Official Contest Rules, including their validity, existence, breach, termination, construction or application, or the rights, duties or obligations of any party, or the rights, duties or obligations of any party derived from or associated with these Official Contest Rules (a "Dispute"), shall be referred to and determined by a single arbitrator in a final and binding arbitration administered under the rules of ADR Institute of Canada, Inc.'s Arbitration Rules. If the parties have not agreed upon an arbitrator within fourteen (14) days, unless otherwise agreed by the parties in writing, the parties shall ask the ADR Institute of Canada, Inc. to appoint a single arbitrator.

The seat of the arbitration shall be the same as the provincial or territorial law governing these Official Contest Rules. The arbitration shall be heard in the capital of the seat, unless the parties agree otherwise. The costs and expenses of the arbitrator shall be shared equally between the parties. A party to the arbitration has no right of appeal from any award of the arbitrator, whether characterized as final, interim, interlocutory or partial.

All Disputes referred to arbitration (including the scope of the agreement to arbitrate, the law relating to the enforcement of the agreement to arbitrate, any relevant limitation periods, the law governing the procedure of the arbitration, the law relating to available remedies, set-off claims and conflict of laws rules) shall be governed by the law of the seat. Each party hereby irrevocably consents to venue in the capital of the seat, and to the jurisdiction of competent courts in the capital of the seat for all litigation that may be brought, however it is agreed and acknowledged that the intention of the parties is to arbitrate the Dispute without recourse to the courts.



A party to these Official Contest Rules may take such steps as are permitted or required to enforce an award made by an arbitrator. Except as required by law, and only to the extent that such disclosure is reasonably necessary, or for the purposes of obtaining professional advice, the existence of the arbitration and any element of the arbitration, including any award, shall be confidential and shall not be disclosed to any non-party to the arbitration. No document or other evidence or information prepared for or produced by or on behalf of any party to the arbitration shall be disclosed to any non-party to the arbitration.

For residents of Québec any litigation respecting the conduct or organization of this publicity contest may be submitted to the Régie des alcools, des courses et des jeux ("Régie") for a ruling. Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

### 16. WAIVER AND RELEASE OF CLAIMS

Entrants agree that Sponsor and any parent company, subsidiaries, and affiliates, and each of their respective officers, directors, employees and agents, (individually and collectively "Releasees") are released, will have no liability whatsoever for, and shall be held harmless by participants against any liability for any injuries, losses or damages of any kind (whether due to negligence or otherwise) to person(s), including death, or property resulting in whole or in part, directly or indirectly, from acceptance, possession, misuse or use of the prize or participation in this Contest.

Entrants also agree that Releasees have neither made nor are in any manner responsible or liable for any warranty, condition, representation or guarantee express or implied, in fact or in law, with respect to any prize, and THE RELEASEES HEREBY DISCLAIM ANY AND ALL SUCH WARRANTIES AND CONDITIONS INCLUDING, WITHOUT LIMITATION, THE WARRANTIES OR CONDITIONS OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

The potential winners will be required to complete and sign a Declaration of Eligibility, a Liability Release, and where lawful a Publicity Release (the "Documents"). If the potential winner refuses to sign the Documents, or if the potential winner is found to be ineligible or otherwise not in compliance with these Official Contest Rules, prize will be forfeited.

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