



## UPL NA INC. ALLIES FOR AGRICULTURE PROGRAM OFFICIAL TERMS & CONDITIONS

### **1. NO PURCHASE IS NECESSARY TO NOMINATE AN ALLY OR TO WIN.**

Participation in Allies for Agriculture (“Program”) constitutes the nominee’s and nominator’s full and unconditional agreement to, and acceptance of, these official terms and conditions and decisions of UPL (“Sponsor”).

**2. SPONSOR:** Allies for Agriculture is sponsored by UPL North America, 630 Freedom Business Center Dr., #402, King of Prussia, PA, 19406 USA.

**3. ELIGIBILITY:** Allies for Agriculture is open to legal residents of the United States and Canada, 18 years of age or older at the time of entry. Nominees must be active and in good standing in their profession in agriculture and/or the food industry and also in good standing in their community. Subject to all applicable federal, state, provincial and local laws and regulations.

**4. HOW TO ENTER:** Nominations are accepted through a dedicated website at [www.alliesforagriculture.com](http://www.alliesforagriculture.com). Nominators may nominate someone in their industry and they can also nominate themselves. Nominator and nominee agree to be contacted by the Sponsor and/or its representing Agencies (Woodruff and/or WS) to obtain additional information about the entry to be considered as a winner. All nominations become the sole and exclusive property of Sponsor and will not be returned. Receipt and status of nominations may not be acknowledged. Sponsor reserves the right in its sole discretion to reject any entry for failure to fully comply with the terms and conditions of the program. Once a nominee is selected as a winner, they will have two weeks to respond. Winners must be willing to tell their story of what they do in relation to the food value chain. Each selected winner agrees to the use of their name and image in Allies for Agriculture-related promotion, including but not limited to digital, public relations, social media and print media. Winners will also agree to tell their story about their contribution to agriculture and the food chain via a video interview that will be posted on the Allies for Agriculture website and communicated through multiple media channels.

**5. SELECTING WINNERS:** A judging panel comprised of representatives from UPL and agriculture industry organizations will select one Winner every other month starting July 1, 2022. The Winner is selected from the pool of nominees. The Winner is selected on the following criteria: 1. The change that they effected in their segment of food production; 2. Ability to tell their story and represent the Allies for Agriculture program; 3. Overall enthusiasm and character; 4. Understanding of the importance of what they do relative to the overall food chain. All decisions by the judging panel are final. Sponsor reserves the right to revoke a winner at its discretion.

**6. AWARDING WINNERS:** Upon selection, each Winner will be notified by Sponsor and/or its Agency representative. Winner agrees to tell their story through a video interview and work with Sponsor on promotion through media channels (**see How to Enter**). Each Winner will select an appropriate food-related charity of their choice for Sponsor to make a US\$1,000 donation in their name and on their behalf. Sponsor will have final discretion and approval of the selected charity organization. The winner will also receive a US\$250 gift card to the restaurant of their choice. Reporting and payment of all tax liabilities incurred by any winner as a result of the program, including but not limited to federal, state, provincial and local income taxes, are the sole responsibility of the winner. All federal, state, provincial and local laws and regulations apply. The winner is solely responsible for all other fees or costs associated with the prize received, regardless of whether it, in whole or in part, is used.

**7. DISCLAIMER:** If for any reason the Program is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failure, human error or any other causes beyond the control of the Sponsor, the Sponsor reserves the right, at its full discretion, to disqualify any individual who tampers with the entry process and/or to cancel, terminate, modify or suspend the program. In the event of early termination or cancellation of the program, Sponsor may, at its full discretion, choose not to award the prize. Sponsor reserves the right to change or disqualify any individual who violates the Terms and Conditions, or acts in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person. Any attempt by a participant to deliberately damage any website or undermine the legitimate operation of the sweepstakes may be a violation of criminal and civil laws, and should an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Failure of the Sponsor to enforce any of these Terms and Conditions shall not constitute a waiver of that provision. The Sponsor and their Agencies and each party's respective affiliates, officers, directors, agents and employees will have no liability or responsibility for any claim arising in connection with participation in the program or awarding of prizes. Winners assume all liability for any injury or damage caused, or claimed to be caused, by participation in the Program or use or redemption of the prize.

**8. PUBLICITY.** Notwithstanding any other term herein, except where prohibited by law, submission of any entry constitutes the entrant's consent to use their name, likeness, voice, state or province of residency, biographical and prize information, statements about the Program, anything submitted to enter the Program and/or the entrant's photo for the Program's entities' advertising and promotional purposes in any media now known or hereafter devised without review, notification, approval or compensation.

**9. CONDITIONS OF ENTRY.** The Program's Sponsor and Agencies assume no liability and are not responsible for, and the Nominator and Nominee hereby forever waives any rights to any claim in connection with, lost, late, incomplete, corrupted, stolen, misdirected, or illegible nominations, for any incorrect or inaccurate information, whether caused by end users, by third parties, or by equipment or programming, and they assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communication failure, theft, destruction, or unauthorized access to the Program. All entries become the property of the Sponsor upon submission. Each Nominee, including, without limitation, the Winner, as a condition to the Program, hereby releases and agrees to hold harmless the Sponsor

and its respective directors, officers, employees and agents from all liability for any injuries, illness, loss or damage of any kind to person, including death, and property, arising in whole or in part, directly or indirectly, from acceptance, possession, use or misuse of the Prize and participation in this Program.

**10. SEVERABILITY.** In the event that any provision of these Terms and Conditions is found invalid or unenforceable pursuant to judicial decree or decision, the remainder of the Terms and Conditions shall remain valid and enforceable according to its terms. By entering, you acknowledge that you intend that the provisions of these Terms and Conditions be enforced to the fullest extent permitted by applicable law. Accordingly, you agree that if any provisions are deemed not enforceable, they shall be deemed modified to the minimum extent required by applicable law.

**11. PRIVACY.** All submitted nomination information will be treated in accordance with Sponsor's privacy policy, available at: <https://www.upl-ltd.com/us/privacy-policy> and <https://www.upl-ltd.com/ca/privacy-policy>. Sponsor may use this personal information to send you information about the Sponsor or Sponsor's products, unless you opt-out of receiving any of these materials.

**12. GOVERNING LAW AND JURISDICTION:** Except where prohibited, all participants agree that i) any and all disputes, claims and causes of action arising out of or in connection with the Program or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by a state or federal court having venue in Montgomery County, Pennsylvania; ii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Program, if any; and iii) under no circumstances will participants be permitted to obtain awards for, and participant hereby waives all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, 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 Terms and Conditions, or the rights and obligations of the participant and the Sponsor in connection with the Program, shall be governed by, and construed in accordance with, the laws of the Commonwealth of Pennsylvania, without giving effect to any choice of law or conflict of law rules (whether of the Commonwealth of Pennsylvania or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the Commonwealth of Pennsylvania.

**13. WINNERS' NAMES.** For the names of the program winners, send a self-addressed, stamped envelope to Woodruff Communications Inc., ATTN: Allies for Agriculture, 331 Southwest Boulevard, Kansas City, MO 64108 USA. Each winner's name and story will also be posted on [alliesforagriculture.com](http://alliesforagriculture.com).