

2023 BASF Dino-Lite Sweepstakes

Official Rules

NO PURCHASE OR PAYMENT OF ANY KIND NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED. SEE BELOW FOR DETAILS.

1. Eligibility: The Dino-Lite Digital Microscope Sweepstakes (the “Sweepstakes”) is open only to individuals (excluding bots) who are (1) legal residents of the fifty (50) United States and the District of Columbia, and (2) qualified and verified employees at U.S. greenhouses and nurseries within the fifty (50) United States and the District of Columbia, and (3) at least 18 years of age or the age of majority in the jurisdiction where they reside, whichever is greater, at the time of entry.

Employees, contractors, directors, officers and agents of BASF (“Sponsor”), and each of Sponsor’s parent, affiliates, subsidiaries, distributors, sales representatives, and advertising, promotion and judging agencies and all other service agencies involved with the Sweepstakes, and members of the immediate family (spouse, parent, child, sibling and their respective spouses, regardless of where they reside) and household of each such employee (whether or not related) are not eligible to enter or win.

This Sweepstakes is subject to all applicable federal, state, and local laws and regulations and is void outside the United States and where prohibited. Participation constitutes entrant’s full and unconditional agreement to these Official Rules and Sponsor’s decisions, which are final and binding in all matters related to the Sweepstakes. Winning a prize is contingent upon fulfilling all requirements set forth herein.

2. Sponsor: The Sponsor of the Sweepstakes is BASF Corporation, 26 Davis Drive, Research Triangle Park, North Carolina 27709.

3. Sweepstakes Entry Period: The Sweepstakes IN-PERSON & MAIL-IN Entry Period for the AmericanHort Cultivate’23 trade show drawing are during the following days and hours: Sunday, July 16, 2023, 9:30 AM – 5:00 PM; Monday, July 17, 2023, 9:00 AM – 5:00 PM; and Tuesday, July 18, 2023, 9:00 AM – 2:00 PM. All entries for each drawing must be received during the applicable drawing entry period to be valid - please see Section 6 below for a full schedule of all prize drawings. All times are expressed in Eastern Time (ET).

4. How to Enter: FOR IN-PERSON ENTRY, visit the Cultivate’23 BASF booth #1439 located at the Greater Columbus Convention Center: 400 N High Street, Columbus OH 43215. With your phone, scan the designated QR code to access the sweepstakes online entry form. Enter your name, email, phone number, greenhouse/nursery name, city, state and submit. FOR MAIL-IN ENTRY, email the same information as above, with subject line “Sweepstakes Entry,” to nicole.sanders@basf.com. On July 20, 2023, 9:00 AM, Sponsor will assign a number to all entries and use an online random number generator to select the winner of a Dino-Lite digital microscope as described in Sections 6 and 7 below. You may enter multiple times. Sponsor and its agents, affiliates, subsidiaries, representatives and service providers may use the personal information submitted with entry for purposes of prize fulfillment and marketing of their products or services. The Sponsor will not sell personal information.

Sponsor is not responsible for lost, late, illegible, misdirected or incomplete entries, incorrect or inadvertent deletion or filing of an entry, or other errors or malfunctions of any kind whether human, mechanical, electronic or otherwise. Proof of sending or submission of entry will not be deemed proof of receipt by the Sponsor. No facsimiles or mechanical reproductions of entries allowed. Submissions become property of Sponsor and will not be returned. Entrants may not enter with multiple identities. Any entrant who attempts to enter under multiple identities, will be disqualified and forfeits any and all prizes won.

5. Entrant Verification: Sponsor will review and verify all entries. Any bot entry(ies) or entrant who is found not to be eligible for this Sweepstakes will be disregarded and will not be eligible for the drawings. Ineligible entrants will not receive notification or any correspondence from Sponsor of their ineligible status.

6. Prize Drawing: Individuals who do not follow all of the instructions and/or abide by these Official Rules or other instructions of Sponsor may be disqualified. The odds of winning depend on the number of eligible entries received..

There will be one Sweepstakes winner randomly selected from among all eligible entrants on Thursday, July 20, 2023, 9:00 AM. Each winner will be selected as follows: the Sponsor will conduct a random drawing at the previously mentioned time to determine the Prize Winner by using an online random number generator. The entrant whose name is randomly selected will be the potential winner. BASF will contact the winner (“award notification”) by phone and will continue attempts to contact potential winner for three (3) consecutive business days. If the potential winner cannot be contacted, is ineligible or fails to claim the prize and confirm mailing address within five (5) business days from the time award notification was sent, the prize may be forfeited. Sponsor will mail the prize and cover all shipping charges within the fifty (50) United States and the District of Columbia. Sponsor is not responsible for lost, broken or stolen prizes, and Sponsor is not liable for shipping errors, damages or mistakes.

The Sponsor reserves at its sole discretion the right to not award the prize or to determine an alternate winner in accordance with the Official Rules in the event that a winner has been disqualified, cannot be contacted, or is deemed ineligible for any reason.

If the potential winner is disqualified for any reason, the Sponsor reserves the right to determine an alternate winner by conducting an online random number generator selection from among all eligible entrants. By participating in this Sweepstakes, you agree (a) to be bound by these Official Rules; and (b) as between you and the Sponsor, that the decisions of the Sponsor are final on all matters relating to the Sweepstakes; and (c) in the event that you do not comply with these rules, you will be disqualified, and your prize (if any) will be forfeited.

7. Prize Drawing Period 1: the winner selected on Thursday, July 20, 2023, 9:00 AM will receive a Dino-Lite digital microscope valued at \$394.68 USD.

Sponsor does not make, nor in any manner is responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the prize including but not limited to its quality, authenticity, fitness for purpose or condition. All prize details not specified herein are at Sponsor’s sole discretion. The difference in value of prize as stated herein and value at time of prize notification, if any, will not be awarded.

Prize is non-transferable and no cash equivalent or substitution of prize is offered, except at the sole discretion of the Sponsor. If a prize, or any portion thereof, cannot be awarded for any reason, Sponsor reserves the right to substitute prize with another prize of equal or greater value. Odds of winning depend upon the number of eligible entries received. Federal, state and local taxes and any fees and expenses related to acceptance and use of the prize not specifically stated herein, if any, are the

sole responsibility of the winner. Sponsor will not replace any prizes that are lost, damaged or stolen after prizes have been given to the winners. THE SWEEPSTAKES AND PRIZES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

8. Release: As a condition of entering, entrants agree (and agree to confirm in writing): (a) to release Sponsor and its affiliates, subsidiaries, retailers and agents, and each of their officers, directors, employees and agents ("Promotion Parties"), from any and all liability, loss or damage incurred with respect to the awarding, receipt, possession, and/or use or misuse of any prize; and (b) under no circumstances will any entrant be permitted to obtain awards for another entrant; and (c) hereby knowingly and expressly waives all rights to claim punitive, incidental, consequential or any other damages; and (d) all causes of action arising out of or connected with this Sweepstakes or any prize awarded shall be resolved individually, without resort to any form of class action; and (e) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred (if any), excluding attorneys' fees and court costs. The prizes offered herein shall be the only prizes awarded in this Sweepstake by the Sponsor.

9. Publicity and Personal Information: Except where prohibited by law, each winner grants (and agrees to confirm this grant in writing, if requested) permission for Sponsor and those acting under its authority to use his/her name, photograph, and/or likeness, for advertising and/or publicity purposes in any and all media now known or hereinafter invented without territorial or time limitations and without compensation. Information collected from entrants is subject to the Sponsor's Privacy Policy available at: Data Privacy <https://www.basf.com/us/en/legal/data-protection.html>; CCPA Notice (<https://www.basf.com/us/en/legal/ccpa-notice.html>)

10. General Conditions: Sponsor is not responsible for lost, late, misdirected, undelivered, incorrect or inaccurate entry information whether caused by Internet users or by any of the equipment or programming associated with or utilized in the Sweepstakes or by any technical or human error which may occur in the processing of the entries. Sponsor reserves the right to cancel, suspend and/or modify the Sweepstakes, or any part of it, if any fraud, bugs, viruses, technical failures, or any other factor beyond Sponsor's reasonable control impair the integrity or proper functioning of the Sweepstakes, as determined by Sponsor in its sole discretion. In the event of cancellation, Sponsor will randomly award the prize from among all eligible entries received prior to cancellation. Sponsor is not responsible for computer system, phone line, hardware, software or program malfunctions, or other errors, failures or delays in computer transmissions, the website, or network connections that are human or technical in nature. Sponsor reserves the right, in its sole discretion, to disqualify any individual it finds to be tampering with the entry process, the website, or the operation of the Sweepstakes or to be acting in violation of the Official Rules of this or any other promotion or acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that or any other provision.

11. Disputes: Entrant agrees that: (i) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, other than those concerning the administration of the Sweepstakes or the determination of winners, shall be resolved individually, without resort to any form of class action; (ii) any and all disputes, claims and causes of action arising out of or connected with this Sweepstakes, or any prizes awarded, shall be resolved exclusively by the appropriate US District Court for North Carolina for Durham County, NC, or the appropriate North Carolina state court sitting in Durham County, NC; (iii) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Sweepstakes, but in no event attorneys' fees; and (iv) 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, and entrant waives any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of the entrant and the Sponsor in connection with the Sweepstakes, 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 (whether of the State of North Carolina and or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of North Carolina.

12. Governing Law & Jurisdiction: This Sweepstakes and its Official Rules are governed by U.S. law and are subject to all applicable federal, state and local laws and regulations. All issues and questions concerning the construction, validity, interpretation and enforceability of the Sweepstakes Official Rules, or the rights and obligations of entrants and Sponsor in connection with the Sweepstakes, shall be governed by, and construed in accordance with, the laws of the State of North Carolina, U.S.A., without giving effect to the conflict of laws rules thereof, and any matters or proceedings which are not subject to arbitration as set forth in Section 11 of these Official Rules and/or for entering any judgment on an arbitration award, shall take place in the State of North Carolina in the City of Durham.

13. Winners' List: The name of the winner may be posted on or published in any Sponsor or Sponsor affiliate website, magazine or media outlet, at the sole discretion of Sponsor. For the name of the winner, mail a self-addressed, stamped envelope to: BASF, ATTN: Nicole Sanders, 26 Davis Drive, Research Triangle Park, NC 27709. Requests must be received by August 20, 2023.

©2023 BASF, 26 Davis Drive, Research Triangle Park, NC 27709.