

## **2020 BAYER MONARCH BUTTERFLY SOCIAL MEDIA SWEEPSTAKES OFFICIAL RULES**

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW.** The 2020 Bayer Monarch Butterfly Social Media Sweepstakes (the “Sweepstakes”) runs from June 1, 2020 at 12:00:01 am Hawaiian Standard Time (“HST”) to June 5, 2020 at 11:59:59 pm HST (the “Sweepstakes Period”). Sponsor’s computer will be the official clock for the Sweepstakes.

**1. Eligibility.** The Sweepstakes is open to residents of Hawaii who are at least 18 years of age and have an existing free Instagram account during the Sweepstakes Period. Employees, officers and directors, their immediate family members (spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Bayer Group, its affiliates, subsidiaries, advertising and promotion agencies and those entities associated with the development, distribution or implementation of this Sweepstakes, are not eligible to participate.

**2. Entry.** During the Sweepstakes Period, an eligible person may enter, up to a **maximum of one entry per person in the Sweepstakes**, by:

- (A) logging into his or her Instagram account,
- (B) following the Instagram account @bayer4cropshi, and
- (C) posting his or her own original butterfly photo or butterfly food plant photo with a description as to why the butterfly is important to him or her and using the hashtags #MonarchButterflySweepstakes and #BayerHawaii (an “**Entry Post**”).

To be a valid entry, all Entry Posts must:

- Include at least one (1) original photo of a butterfly or butterfly food plant;
- Include a description of why the butterfly is important to the entrant;
- Include the hashtags ‘#MonarchButterflySweepstakes’ and ‘#BayerHawaii’;
- Have privacy settings set such that Sponsor and its affiliates are able to see the Entry Post;
- Be original and not include or reference any persons other than the entrant, or any brands, logos, names or creative works, other than those created by or owned by either the entrant or Sponsor;
- Not be offensive or disparaging or infringing on any rights of others, and be in good taste and appropriate for the Instagram audience and Sponsor’s followers, in Sponsor’s sole discretion; and
- Comply with all Instagram Terms of Service and Rules and these Official Rules.

By entering, each entrant understands and acknowledges that this Sweepstakes is in no way sponsored, endorsed, administered by, or associated with Instagram. Each entrant agrees to adhere to all rules established by Instagram. Any information provided for the Sweepstakes is being provided by Sponsor rather than Instagram. Each entrant hereby releases Instagram from all claims, losses and harms that you may allege or incur relating to this Sweepstakes.

All entries become the property of the Sponsor and may not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. By entering, a person agrees to be bound by these Official Rules. Entries that do not comply with the terms of the Sweepstakes will result in disqualification. Incomplete or illegible entries will not be considered. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized

channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right in its sole discretion to disqualify and remove any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any person, or if it is determined the entrant has not complied with these Official Rules. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, not visible or misdirected entries; all of which will be void in Sponsor's sole discretion. Entries received outside the Sweepstakes Period will not be accepted.

The Authorized Account Holder of the email address associated with the Instagram account used for entry will be deemed to be the Entrant. The "**Authorized Account Holder**" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the Authorized Account Holders.

**3. License Grant/Release.** Entering this Sweepstakes constitutes Entrant's full agreement to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entry Post in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation by re-posting an Entry Post for promotional or marketing purposes or otherwise using it in connection with Sponsor's social media accounts. Entrant also grants a waiver and full release relating to the Entry Posts, including without limitation waiving rights of publicity or privacy of Entrant. If requested, Entrant will sign any documents that may be required for Sponsor or its designees to make use of the Entry Post and all components thereof. By entering, you warrant and represent that you are the sole and exclusive owner of the Entry Post and all components thereof and that the same will not infringe on any rights of any third parties, and you further agree that your Entry Post and all components thereof conforms to these Official Rules.

**4. Winner Selection.** On or about June 10, 2020, Sponsor will randomly select three (3) entries from all valid Entry Posts throughout the Sweepstakes Period, and the entrants who submitted each such winning entry (each, a "Winner") will win the Prize as defined below.

If the Prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute such Prize with another prize of equal or greater value. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Sponsor will notify the potential Winner through a message to the potential Winner's Instagram account. The potential Winners will be required to contact Sponsor within [3 business days] and may be required to complete, sign and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within 7 days of receipt of such documents from Sponsor before accepting the Prize. If a potential Winner fails to return such documents to Sponsor prior to such deadline, the Prize won may be forfeited in Sponsor's sole discretion, such potential Winner may be disqualified, and an alternative Winner may be selected by Sponsor from the remaining eligible entries. In the event that more than three (3) prospective Winners for the Prize are inadvertently named, a drawing will be held among all such potential Winners to select three Winners. **Except where prohibited by law, the Winners also grant Sponsor the right to use each Winner's submission, full name, hometown, images and likenesses for advertising, publicity and promotion purposes, including print, broadcast and online announcements, without further compensation than the said Prize and at no expense to the Winners.**

**5. Prizes and Gifts.** Three (3) Winners will each receive one Monarch Butterfly kit that includes 15 live caterpillars, a 24-inch by 12-inch habitat to protect the caterpillar from predators, a picture book on How to Raise Monarch Butterflies, a bag of food to feed the caterpillars, a crown flower plant for the next

generation and instructions on how to raise monarch butterflies (the “Prize”). The approximate retail value of the Prize is \$60.00.

The Prize will be mailed to an address in Hawaii specified by the Winner. **Upon receipt of the Prize, Winners are encouraged to open the kit within 24 hours of receipt. Sponsor will not be responsible for the condition of the Monarch caterpillar due to Winner’s failure to follow these instructions.**

Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. The Prizes are not transferable. If the Prize cannot be awarded for any reason, Sponsor reserves the right to substitute such Prize with another prize of equal or greater value. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Any difference in the stated ARV and the actual value of the Prize will not be awarded. Sponsor is not responsible for any lost or stolen Prizes. Sponsor is not responsible for the inability of any Winner to accept or use any Prize (or portion thereof) for any reason. Any difference in the stated ARV and the actual value of the Prize will not be awarded. If the potential Winner is found to be ineligible, does not comply with these Official Rules or declines to accept the Prize, the potential Winner may be disqualified in Sponsor’s sole discretion, and in such case Sponsor may select an alternate Winner in a random drawing from remaining eligible entries.

**6. Odds.** The odds of winning a Prize depend on the total number of eligible entries received.

**7. Responsibility for Prize/Taxes.** By entering, each Winner understands and agrees that he/she is solely responsible for the use, care and maintenance of the Prize, including (without limitation) any and all insurance requirements, licensing requirements, and liability for use. **PRIZES ARE AWARDED “AS IS” WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. If requested by Sponsor, the potential Winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the Winner being disqualified, and in such case Sponsor may select an alternate Winner in a random drawing from remaining eligible entries. The Winner should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

**8. Compliance with Laws.** Receipt of the Prize is conditioned upon the entrant’s compliance with these Official Rules and all federal, state and provincial laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR’S SOLE DISCRETION) WILL RESULT IN SUCH WINNER’S DISQUALIFICATION AS WINNER OF THE SWEEPSTAKES AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED.** If any provision of these Official Rules shall be deemed to violate any federal, state, provincial or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.

**9. Termination:** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Sweepstakes. Examples of reasons for termination or modification of the Sweepstakes may include (without limitation) Sponsor’s inability to reasonably or fairly conduct or administer the Sweepstakes due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor’s control. If Sponsor modifies, cancels, terminates or suspends the Sweepstakes, Sponsor may, in its sole discretion, randomly select Winners from all eligible, non-suspect, entries received prior to and/or after (if appropriate) the action taken by

Sponsor. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Sweepstakes or website or violates these Official Rules. Any attempt by an entrant to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws 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.

**10. Additional Conditions.** Each entrant agrees to, accepts and shall abide by these Official Rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of the Prize, shall be resolved by Sponsor, in its sole discretion. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Sweepstakes or in the announcement of any Winner(s) or Prize(s).

**11. RELEASE AND HOLD HARMLESS. BY ENTERING THIS SWEEPSTAKES, THE ENTRANT HEREBY AGREES TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE SWEEPSTAKES, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE SWEEPSTAKES; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE (INCLUDING ANY PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE); (C) TECHNICAL FAILURES OF ANY KIND; (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE SWEEPSTAKES OR PROCESSING OF ENTRIES.**

**12. Disputes:** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, the entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved **INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION**. The entrant and Sponsor hereby agree to **WAIVE A JURY TRIAL** in all actions and proceedings related to the Sweepstakes. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

**13. Privacy Policy.** Personal information collected from entrants will be used by the Sponsors for the purpose of administering the Sweepstakes. By entering the Sweepstakes, entrants acknowledge and consent to the collection, use and disclosure of their personal information in accordance with Sponsor's Privacy Policy available at [www.cropscience.bayer.us/privacy-policy/](http://www.cropscience.bayer.us/privacy-policy/). By entering the Sweepstakes, entrants agree to allow Sponsor to contact them regarding the Sweepstakes.

**14. Sponsor.** The Sponsor of this Sweepstakes is Monsanto Company, 800 N. Lindbergh Blvd, St Louis, MO 63167.