## 2020 XTEND YOUR YIELD SWEEPSTAKES OFFICIAL RULES

## NO PURCHASE NECESSARY TO ENTER OR WIN. A PURCHASE WILL NOT INCREASE YOUR ODDS OF WINNING. VOID WHERE PROHIBITED BY LAW.

- 1. Sweepstakes Entry Period. The 2020 Xtend Your Yield Sweepstakes (the "Sweepstakes") runs from April 20-May 17, 2020 and September 7-October 4, 2020 (the "Sweepstakes Entry Period"). Sponsor's computer will be the official clock of this Sweepstakes.
- **2.** Eligibility. The Sweepstakes is open only to legal United States residents, excluding Rhode Island, who: (a) are at least the older of eighteen (18) years of age and the age of majority in their state of residence; (b) have or open a Twitter account during the Sweepstakes Entry Period; and (c) are commercial farmers, seed retailers or seed dealers (each, an "Entrant").
- 3. How to Enter. During the Sweepstakes Entry Period, eligible persons can enter by logging into their Twitter account and, in response to an #XtendYourYield tweet posted each Monday during the Sweepstakes Entry Period from @RRXtend ("Weekly Entry Prompt"), either (a) comment on the Weekly Entry Prompt or (b) post in response to the Weekly Entry Prompt and, for either method, include a photo or video relevant to the tweet topic, using the hashtags #XtendYourYield and #sweepstakes (the "Entry Tweet"). To be a valid entry, all Entry Tweets must:
  - Include one (1) photo or video related to the Weekly Entry Prompt;
  - Include the hashtags "#XtendYourYield" and "#sweepstakes";
  - 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 Entrant or Sponsor;
  - Not be offensive or disparaging or infringing of any rights of others, and be in good taste and appropriate for the Twitter audience and Sponsor's followers, in Sponsor's sole discretion; and
  - Comply with all Twitter Terms of Service and Rules and these Official Rules.

Only complete and valid entries will be eligible. By entering the Sweepstakes, each Entrant warrants that he or she has read and agrees to abide and be bound by these Official Rules and that he or she is not prohibited from participating in the Sweepstakes. Eligible Entrants agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and entrants agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.

By sending an Entry Tweet that complies with the above, a person will have one entry in the Sweepstakes. An eligible person can enter up to two times per week during the Sweepstakes Entry Period; however, Entrants wishing to submit multiple Entry Tweets during the Sweepstakes Entry Period should submit different photos, videos, posts or comments rather than re-entering photos that have been previously submitted. Sharing an Entry Tweet will not count as an additional entry. No Entrant may use more than one Twitter account to enter the Sweepstakes.

By entering, a person agrees to adhere to these Official Rules and all rules established by Twitter. Each Entrant hereby grants a complete release of Twitter from all claims, losses and harms that the Entrant may allege or incur relating to this Sweepstakes, and acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter.

All entries become property of Sponsor and will not be acknowledged or returned. Entries that are late, incomplete, garbled/jumbled, illegible, misdirected, lost, damaged, delayed, stolen or otherwise not in

compliance with these Official Rules are void. Entries made by any other individual or any entity, and/or originating at any other website or e-mail address, including, without limitation, commercial sweepstakes subscription notification and/or entering service sites, will be declared invalid and disqualified for this Sweepstakes. Sponsor is not responsible for technical failures of any kind, including, but not limited to, electronic malfunctioning of any telephone network, computer hardware or software; any failed, incomplete, garbled or delayed computer transmissions or any combination thereof; or for any error, human, technical or otherwise. Sponsor reserves the right, in its sole discretion, to disqualify any fraudulent entries or any individual it finds tampering with the operation or entry process of the Sweepstakes or acting in violation of these Official Rules. If, for any reason, an entry is determined by Sponsor to have been erroneously deleted, lost or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Sweepstakes, if feasible; if not feasible for any reason, Sponsor shall not have any liability to entrant in conjunction with same. In the event of a dispute as to any entry, the Authorized Account Holder of the email address associated with the Twitter account used to enter 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.

- 4. License Grant. 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 Tweet 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 Tweet 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 Tweets, 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 Tweet and all components thereof. By entering, you warrant and represent that you are the sole and exclusive owner of the Entry Tweet 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 Tweet and all components thereof conforms to these Official Rules.
- **5. Winner Selection**. On or about the following "**Drawing Dates**," Sponsor will randomly select three (3) weekly winners from the compliant Entry Tweets received during the Drawing Periods specified below to win the Prize(s) identified below, for a total of twenty-four (24) winners. No person may be selected as a Prize winner more than once.

Entry Week	Drawing Period	Drawing Date
1	April 20, 2020 – April 26, 2020	April 27, 2020
2	April 27, 2020 – May 3, 2020	May 4, 2020
3	May 4, 2020 – May 10, 2020	May 11, 2020
4	May 11, 2020 – May 17, 2020	May 18, 2020
5	September 7, 2020 – September 13, 2020	September 14, 2020

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6	September 14, 2020 – September 20, 2020	September 21, 2020
7	September 21, 2020 – September 27, 2020	September 28, 2020
8	September 28, 2020 – October 4, 2020	October 5, 2020

**6. Prizes**. On or about each of the Drawing Dates set out above, Sponsor will randomly select three (3) winners from all Entry Tweets received during the applicable Drawing Period to each win the following prizes: (a) 2 Roundup Ready Xtend Crop System hats (ARV: \$20.00), (b) a Roundup Ready Xtend Crop System pen (ARV: \$1.00), and (c) an XtendFlex drinkware product (ARV: \$2.00) (each a "**Prize**"). Approximate retail value: \$23.00 per prize awarded. Any third-party trademark associated with the Prize is owned by its owner, which is not a sponsor of this Sweepstakes.

Prizes are not transferable. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor reserves the right to substitute any 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 is not responsible for any inability of any winner to accept or use any Prize (or portion thereof) for any reason. No more than the stated Prizes will be awarded. Limit of one (1) Prize per family/household/address. Winner is solely responsible for all unspecified costs and expenses associated with Prize acceptance and use. Prizes are awarded "as is" with no warranty, representation or guarantee of any kind by Sponsor. Transfer of Prize is not permitted without the permission of Sponsor which may be granted or withheld in its sole discretion and without liability of any kind. A Prize value as stated represents Sponsor's good faith determination of approximate retail value of prizes. Any difference in the stated ARV and the actual value of the Prize will not be awarded.

- **7. Odds of Winning.** Odds of winning each Prize depend on the number of entries submitted during each applicable Drawing Period specified above but are estimated at 1 in 15.
- 8. Claiming a Prize. Drawing Periods are based on the North American Central Time Zone. Sponsor will notify potential winners by sending a Twitter message to each potential winner. The potential winners will be required to contact Sponsor within 5 business days. In the event that Sponsor cannot contact a potential winner of any Prize despite reasonable (in its sole discretion) attempts, Sponsor may, in its sole discretion, randomly select a new, alternate potential winner from the remaining eligible entries received. Return of any Prize or prize notification as undeliverable will result in disqualification and an alternate potential winner may be selected in Sponsor's sole discretion. The potential winner will be required to complete, sign and return to the address requested an Affidavit and Liability/Publicity Release within fourteen (14) days of receipt of the Prize Claim Documents. If such documents are not returned to Sponsor prior to such deadline, any Prize may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and an alternate winner selected by Sponsor in a new random drawing from the remaining eligible entries.

Except where prohibited by law, each winner also grants Sponsor and its designees the right to use the winner's full name, hometown, images and likenesses for advertising, publicity and promotion purposes, including print, broadcast and on-line announcements, without further compensation than the said prize and at no expense to the winner, and Sponsor shall not be obligated to make any such use.

**9. Taxes.** Each winner is responsible for all applicable local, state and federal taxes. Sponsor will issue winners of prizes valued at \$600 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. 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, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.

- 10. Compliance with Laws. Receipt of the Prize is conditioned upon the Entrant's compliance with these Official Rules and all federal and state 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 or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
- 11. General. Each entrant agrees to, accepts and shall abide by these Official Rules and agrees that any disputes shall be resolved by Sponsor, in its sole discretion. Sponsor reserves the right to cancel/terminate, modify, amend or suspend the Sweepstakes if in Sponsor's sole determination it believes that the integrity of the Sweepstakes has been, or could be, compromised or that the Sweepstakes is not capable of running as planned or fairly, including without limitation due to tampering, unauthorized intervention, fraud, or force majeure or any other causes beyond Sponsor's control. Sweepstakes void where prohibited or restricted. If any provision of this Sweepstakes shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect. 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). In the event this Sweepstakes is cancelled for any reason, Sponsor reserves the right to conduct a random drawing to award the prizes from among all eligible, non-suspect, entries received prior to the time of the action or event warranting such cancellation.
- **12.** 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.
- 13. Release. By participating, each Entrant agrees to hold harmless Sponsor and its employees, officers, directors, shareholders, representatives, agents, successors and assigns, from any liability whatsoever, and waive and release such parties from any and all causes of action, for any claims, costs, injuries, losses, or damages of any kind (including, without limitation, claims, costs, injuries, losses and damages related to personal injuries, death, damage to or destruction of property, rights of publicity or privacy, defamation or portrayal in a false light, whether intentional or unintentional) arising out of or in connection with the event or acceptance, possession, or use/misuse of any prize, participation in any promotion-related activity, or participation in the promotion, whether under a theory of contract, torts (including, without limitation, negligence), warranty, or any other theory or cause of action.
- 14. DISPUTE RESOLUTION. 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, exclusively before a court located in Missouri having jurisdiction. 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.
- **15. Winners List.** To obtain a list of the Sweepstakes winners, contact anavolio@hlkagency.com.
- **16. Official Rules**. Official Rules are available at roundupreadyxtend.com/xtendyouryieldrules.

<b>17.</b> 800 N. I	<b>Sponsor</b> . This Lindbergh Blvd.	Sweepstakes is sponsored by Monsanto Company, a member of the Bayer Group, St. Louis, MO 63167.