

#BEET150 COMPETITION TERMS AND CONDITIONS

1. THE PROMOTER

Promoter: Bayer CropScience Limited (company registration number 218826) of 230 Cambridge Science Park, Milton Road, Cambridge, CB4 0WB.

2. THE COMPETITION

2.1 Competition: #Beet150 Competition.

2.2 Win a Prize by: a) completing the online entry form located at www.cropscience.bayer.co.uk/beet150 between the Opening and Closing Dates (no purchase necessary); and b) being either the entrant with the highest yielding sugar beet British Sugar plc contract in the 2018-19 growing season or the highest yielding individual field lifted before 30 November 2018, based on the grower's British Sugar beet returns and submission of the field area (Bayer reserves the right to measure the area of the field).

2.3 Prize: There will be two Prizes awarded. The Prize is an invitation for the Competition winners to join a seven day sugar beet study tour of the Bio Bio region of Chile between July and December 2019 (with a Promoter representative and a Promoter selected PR professional). The itinerary for the study tour is to be confirmed by the Promoter within 30 days of the Announcement Date and will include up to four (4) sugar beet industry related visits. The Prize consists of premium economy return flights from London to Chile, 4* hotel accommodation in Chile (all meals included) and transfers in Chile. The Prize does not include transfers to and from airports or stations in the UK, spending money, travel insurance, tax, visa costs, personal expenses or any other costs incurred in addition to those set out above and which are incidental to the fulfilment of the Prize. Such costs are the responsibility of the Competition winners. Competition winners will be responsible for ensuring that they are available to travel and hold valid passports, any necessary visas and travel documents for the study tour on the travel dates specified. The Promoter reserves the right to substitute the Prize with a prize of equal or greater value. The prize is non-negotiable and non-transferable and the Promoter does not accept any responsibility for a Competition winner being unable to take up a Prize. The Promoter shall use its best endeavours to find a suitable date when both Competition winners can attend the tour; however, in the event that no date can be found, the Promoter reserves the right to proceed without a Competition winner.

3. HOW TO ENTER

3.1 The Competition will run from 19 February 2018 (**Opening Date**) to 29 March 2018 (**Closing Date**) inclusive and all entries must be received by the Promoter by no later than 23.59 on the Closing Date. All Competition entries received after the Closing Date will be automatically disqualified and the Promoter will not accept responsibility for competition entries which are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind.

3.2 To enter the Competition, entrants must:

- a) Complete an entry form, available at www.cropscience.bayer.co.uk/beet150 between the Opening and Closing Dates. No purchase is necessary to enter the Competition and entry is free of charge. By submitting an entry, entrants agree to be bound by these terms and conditions;
- b) Provide the Promoter with the yield data (as documented by British Sugar plc) for their sugar beet British Sugar plc contract (2018-19 growing season) and/or their individual field lifted before 30 November 2018, either by email to beet150@bayer.com or at www.cropscience.bayer.co.uk/beet150 by 30 March 2019.

3.3 Please see www.cropscience.bayer.co.uk/beet150 for a copy of these Competition terms and conditions.

4. ELIGIBILITY

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4.1 The Competition is open to sugar beet farmers (or their appointed farm managers, subject to prior permission to enter the Competition being granted to the farm manager by the farmer) resident in the UK and aged 18 years or over, except:

- a) Employees of the Promoter or its holding or subsidiary companies;
- b) Employees of agents or suppliers of the Promoter or its holding or subsidiary companies, who are professionally connected with the Competition or its administration; or
- c) Members of the immediate families or households of (a) and (b) above.

4.2 Only one entry per farm is permitted, with all subsequently received entries being disqualified.

4.3 By entering the Competition, entrants confirm that they are eligible to do so and eligible to claim the Prize. The Promoter may require proof of eligibility from entrants. The Promoter reserves all rights to disqualify entrants if their conduct is contrary to the spirit or intention of the Competition.

4.4 Entries on behalf of another person will not be accepted and joint submissions are not allowed.

5. WINNER ANNOUNCEMENT

5.1 The Promoter will announce the names of the two Competition winners by 30 April 2019 (**Announcement Date**) on www.cropscience.bayer.co.uk/beet150 (which will be available for viewing for thirty (30) days following the Announcement Date) and will contact the two Competition winners within thirty (30) days of the Announcement Date, using the telephone numbers or email addresses provided with the Competition entries. If a Competition winner cannot be contacted or is not available within 21 days from the date of first contact by the Promoter, the Promoter reserves the right to offer the Prize to the entrant with the next highest yield (as set out in condition 2.2) and so on until the Prize has been awarded.

5.2 The decision of the Promoter is final and no correspondence or discussion will be entered into.

6. LIMITATION OF LIABILITY

Insofar as is permitted by law, the Promoter, its agents or distributors will not in any circumstances be responsible or liable to compensate the Competition winners or accept any liability for any loss, damage, personal injury or death arising out of or in connection with entering the Competition or the taking up a Prize except where it is caused by the negligence of the Promoter, its agents or distributors or that of their employees. Entrants' statutory rights are not affected.

7. OWNERSHIP OF COMPETITION ENTRIES AND INTELLECTUAL PROPERTY RIGHTS

7.1 All Competition entries and any accompanying material submitted with the exception of any yield data or British Sugar beet returns to the Promoter will become the property of the Promoter on receipt and will not be returned.

7.2 By submitting a Competition entry, entrants agree to:

- a) assign to the Promoter all their intellectual property rights in any promotional material using their details with full title guarantee; and
- b) Waive all moral rights,

in and to such materials to which they may now or at any time in the future be entitled under the Copyright, Designs and Patents Act 1988 as amended from time to time and under all similar legislation from time to time in force anywhere in the world.

8. DATA PROTECTION AND PUBLICITY

8.1 By entering the Competition, Competition winners consent to the Promoter using their name, image and town or county

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of residence to announce the Competition winners and for any other reasonable and related promotional purposes. Competition winners further agree to participate in any reasonable publicity required by the Promoter (including all publicity activities scheduled by the Promoter during the Chile study tour) for publication, by way of photographs, film or otherwise, in the UK farming press, Promoter communications and on the Promoter's website.

8.2 Selected entrants may be invited to participate in the Promoter's Competition publicity activities prior to the Announcement Date, which may include:

- a) sharing their sugar beet crop experience, knowledge and desire to improve crop performance with the Promoter;
- b) hosting a maximum of three Promoter visits to their farm throughout the sugar beet growing year to discuss with the Promoter their sugar beet crop, its progress, why they followed the regime followed and whether or not they would follow such regime in the future and which will be for publication (by way of photographs, film or otherwise) in the UK farming press, Promoter communications and on the Promoter's website.

8.3 Entrants may withdraw from the Competition, or from their personal details being used for further contact, at any time by emailing beet150@bayer.com in which case the Promoter in connection with the Competition will make no further contact.

8.4 By entering the Competition, entrants agree that any personal information provided by them in their Competition entry may be held and used by the Promoter or its agents and suppliers to administer the Competition.

9. GENERAL

9.1 If there is any reason to believe that there has been a breach of these terms and conditions by an entrant, the Promoter may, at its sole discretion, reserve the right to exclude such entrant from participating in the Competition.

9.2 The Promoter reserves the right to hold void, suspend, cancel, or amend the Competition where it becomes necessary to do so and the Promoter's decision is final.

9.3 These terms and conditions will be governed by English law, and the parties submit to the non-exclusive jurisdiction of the courts of England and Wales.