

THE WINFIELD UNITED CANADA 2023 RAISE THE BARN (“CONTEST”)

OFFICIAL CONTEST RULES

THIS CONTEST IS GOVERNED BY CANADIAN LAW.

1. ELIGIBILITY:

This Contest is open to all independent agriculture retailers who are owners of WinField United Canada retail outlets in Alberta, Saskatchewan, and Manitoba, and independent agriculture retailers in Ontario, excluding Quebec, who have reached the age of majority in their province or territory of residence at the time of entry, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of WinField United Canada (WUC) (the “**Sponsor**”), and its respective parent companies, subsidiaries, prize suppliers, contest judges, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the “**Contest Parties**”).

2. CONTEST PERIOD:

Round 1:

This Contest starts at 12:00 p.m. CST on July 18, 2023 and closes at 11:59 p.m. CST on September 22, 2023 (the “**Round 1 Contest Period**”). The regional winners will be contacted on or about October 18, 2023.

Round 2:

Winners of Round 1 will automatically be entered in Round 2 of the Contest, which starts at 12:00 p.m. CST on November 1, 2023 and closes at 11:59 p.m. CST on November 15, 2023 (the “**Round 2 Contest Period**”). The grand prize winner will be contacted on or about November 17, 2023.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, fully complete the online [Official Contest Entry Form \(the “**Entry Form**”\)](#) with all required information, following the submission criteria outlined in Section 5 below (“**Entry(ies)**”). To be eligible to win, your Entry Form must be submitted and received in accordance with these Rules during the Round 1 Contest Period. By entering the Contest, you signify that you have read and agree to be legally bound by these Official Rules and Regulations (the “**Rules**”). All eligible Entries submitted and received in accordance with these Rules during the Round 1 Contest Period will be entered and scored by the panel of judges based on the below Contest criteria to determine the Regional winners. Regional winners from Round 1 will then enter the Round 2 Contest Period and public voting component to determine the Grand Prize winner. Contest Entries received by mail will not be accepted.

Projects that are not eligible to win include lobbying, political, religious, or fraternal activities, labor organizations, and as well as any organization that advocates, supports, or participates in activities inconsistent with Sponsor’s policies which prohibit discrimination based on protected status including race, colour, religion, gender, gender identity or expression, sexual orientation, national origin, disability, age or status as a protected veteran.

Eligible projects must be initiated within one year of September 22, 2023.

If it is discovered or reasonably suspected by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use any means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry is not fully completed with all

required information and submitted and received in accordance with these Rules during the applicable Contest Period. The Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the “**Released Parties**”) are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void).

One (1) Entry per independent agriculture retail branch location. All Entries must include a valid e-mail address for the entrant. In the event of dispute as to the identity or eligibility of a winner based on an e-mail address, or if more than one person uses the same email address, the winning Entry will be declared made by the “Authorized Account Holder” of the e-mail address submitted at the time of the Entry. The “Authorized Account Holder” is the person to whom the applicable Internet service provider or other organization (such as business or educational institution) has assigned the e-mail addresses for the domain associated with the submitted e-mail address. Each potential winner may be required to show proof of being an Authorized Account Holder.

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility, (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying a retail branch location’s eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor’s interpretation of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification at the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

The Sponsors do not assume any responsibility for any claims based on infringement of publicity rights, defamation, invasion of privacy, copyright infringement, trademark infringement and any other intellectual property-related cause of action with respect to any Entry submitted. By entering this Contest, each entrant: (i) represents that his/her Entry does not infringe on any third party’s copyright materials, trademark or other intellectual property rights; (ii) agrees to release, indemnify, discharge, defend and hold harmless the Released Parties from any claim or liability arising from or related to the Entry and participation in this Contest; (iii) grants Sponsor, a non-exclusive, unlimited, royalty free, irrevocable, right and license to use, publish, display, produce, perform, convert, adapt, publicly present, communicate to the public, assign, sub-license, edit, modify, reproduce, dispose of, post, broadcast or otherwise use the Entry, in whole or in part, in any way and in any form of media now known or hereafter developed, including, without limitation, as contemplated within these Rules, and in any advertising or promotions created by Sponsor in any form of media to promote this Contest, future Contests and/or any other promotional purposes, without further review, notice, approval or compensation; (iv) waives all moral rights in and to the Entry in favour of Sponsor; and (v) represents, warrants and undertakes to Sponsor that he/she has obtained the necessary assignment of rights, or permission or consent from every individual who has contributed to the Entry materials and further represents and warrants that he/she has the authority to grant to Sponsor the non-exclusive license, above.

By entering this Contest, you acknowledge that you agree to allow WUC to utilize your contact information to send you promotional materials and advertisements about WUC and WUC-related products. You understand that you may cancel receiving further contact from WUC at any time.

4. THE PRIZE AND ITS APPROXIMATE RETAIL VALUE:

Round 1:

There will be four (4) regional Prizes total in Round 1: one (1) Prize available to be won in Alberta, one (1) Prize available in Saskatchewan, one (1) Prize available in Manitoba, and one (1) Prize available for Ontario, each consisting of eight thousand Canadian Dollars (\$8,000 CAD). Total value of all Regional Prizes is \$32,000 (CAD).

Round 2:

There will be one (1) Grand Prize available to the regional winners in Round 1, consisting of an additional twenty thousand Canadian Dollars (\$20,000 CAD). Total value of all Prizes is \$52,000 (CAD).

The Prize must be accepted as awarded and is not transferable or assignable. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value. Prize consists only of items specifically listed as part of the prize. Certain conditions and restrictions may apply. Prize winners are responsible for all applicable federal, provincial, local and sales/income taxes and any costs, expense(s) or fees whatsoever in connection with the Prize or any Prize-related activity not specifically provided herein. Drop off and/or delivery of the Prize will be included at the Sponsor's cost.

5. WINNER SELECTION PROCESS:

Round 1 Judging Phase: Between the dates of September 25, 2023 and October 13, 2023, all eligible Entries will be judged on a 1-5 scale by qualified judges of the Sponsor who will determine the highest scores for the four (4) winners in the applicable geographic regions (one (1) in Alberta, one (1) in Saskatchewan, one (1) in Manitoba, and one (1) in Ontario, based on the following criteria:

1. Does the proposed project support Mental Health, Hunger, Education, or Community initiatives started within a year from contest entry? (20%)
2. Does the entry have a clear plan for effectively utilizing the Prize dollars? (40%)
3. Does the entry clearly depict how the prize money would positively impact the community with the proposed project? (30%)
4. Does the independent agriculture retailer highlight how they are supporting the project? (10%)

Judging Scale: 1-5: 1: Poor. Unacceptable. 2: Weak. Less than Acceptable. 3: Good. Acceptable. 4: Very Good. Above Average. 5: Excellent. Exceptional.

In the event of a tie, the Entry with the highest score in criteria 2 above, as determined by Sponsor's judges, will be the winner. If there is still a tie, the Sponsor will select an independent judge to score the tied Entries based on the above criteria until a winner is selected. The judges' decisions are final and binding in all respects to Round 1 judging. The winners will be contacted in accordance with the information contained on their Entry Form on or about October 18, 2023.

The Entries of the four (4) Regional winners will be posted on Sponsor's website for public voting based on the public's interpretation of the above judging criteria to determine the winner of the Grand Prize pursuant to the below terms of the Round 2 Voting Phase.

Round 2 Voting Phase: Between the dates of November 1 and November 15, 2023, the four (4) winning Entries will be posted in an online gallery for public voting at <https://www.winfieldunited.ca/en/community/raise-the-barn>. Legal residents of Canada (excluding Quebec) will be invited to vote for their favourite Entry based on individual interpretation of the above criteria. Limit: Only one vote (1) per individual per day during the Voting Phase. The Entry which receives the highest number of votes during the Voting Phase will be the potential Grand Prize winner, subject to verification. In its sole discretion, Sponsor reserves the right to disqualify the potential Grand Prize winning Entry should the voting appear to have been tampered with or manipulated in any way. In which case, the Entry with the next highest number of votes will be selected as the potential Grand Prize winner. In case of a tie, the Sponsor, in its reasonable discretion, will select the potential winner based on application of the judging criteria. The potential

Grand Prize winner will be contacted in accordance with the information contained on their Entry Form on or about November 17, 2023.

At their sole and absolute discretion, Sponsor reserves the right to disqualify any vote deemed to be fraudulent, in violation of these Official Rules, or by any means contrary to these Official Rules which would be unfair to other entrants or that would otherwise undermine the integrity of this Competition. Votes that have been tampered with, reproduced, falsified, or altered are void. Voting is limited to one vote per valid email address, per day and subject to verification at any time. Use of mechanical or automated programs to submit votes or voting by any means contrary to these Official Rules or which would be unfair to other entrants may result in the disqualification of those votes and/or the entrant, in the sole and absolute discretion of Sponsor.

Furthermore, obtaining votes by any fraudulent or inappropriate means, including vote-bartering or offering prizes or other incentives to members of the public, is prohibited. Sponsor reserves the right to request proof (in a form acceptable to Sponsor – including, without limitation, government-issued photo identification) for any votes entered, or purportedly entered, to be considered valid for the purposes of this Contest. Where requested, failure to provide such proof to the satisfaction of the Sponsor may result in a disqualification of votes or of the applicable Entry receiving such questionable votes. If it is discovered or reasonably suspected in Sponsor's sole discretion that attempts were made to: (i) use (or attempt to use) multiple names, identities, email addresses and/or any automated, macro, script, robotic or other systems(s)/ program(s) to submit votes; (ii) engage in any form of proxy voting scheme and (iii) engage in any behaviours deemed to be in violation of the letter and/or spirit of these Rules, Sponsor reserves in its sole and absolute discretion, to disqualify the entrant and/or all votes submitted for such Entry.

By accepting a Prize, the winner: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the eligible winner cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to award the Prize to the Entry with the next highest judges' score or public vote, as applicable (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

If the selected entrant: (i) cannot be reached within two (2) business days of the first attempt to contact them; (ii) there is a return of any notification as undeliverable; (iii) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (iv) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); and/or (v) does not agree to the terms and conditions exactly as set forth in these Rules; then he/she will forfeit their opportunity to be the winner and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to award the Prize to the Entry with the next highest judges' score or public vote, as applicable, (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

6. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR. The Released Parties will not be liable for the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever.

The Contest, these Rules, and all related matters shall be governed solely by the laws of the Province of Saskatchewan, Canada and the federal laws of Canada applicable therein, without regard to the conflicts of law provisions of any jurisdiction. You hereby agree that any and all disputes will be resolved individually and will not be subject to a class action, and that you irrevocably submit to the exclusive jurisdiction of the courts of the Province of Saskatchewan in relation to all disputes arising from or related to Contest, these Rules and any related matters. All judgments or awards shall be limited to actual incurred out-of-pocket expenses (excluding attorneys' fees) associated with participation in this Contest and shall not include any indirect, punitive, incidental and/or consequential damages.

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, tampering, unauthorized intervention, fraud or technical failure. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, using the personal information submitted with his/her Entry for the purpose of administering the Contest in accordance with Sponsor's privacy policy (available at: <https://www.winfieldunited.ca/en/privacy-policy>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Sponsor's website, and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.

7. WINNERS LIST: For a list of winners, send a self-addressed, stamped envelope postmarked by February 29, 2024 and received by March 8, 2024 to: Winfield United 2022 Community Contest Winners List, 302 Wellman Ln #101, Saskatoon, SK S7T 0J1, Canada.

8. SPONSOR: Promotion is sponsored by Winfield United Canada, 302 Wellman Ln #101, Saskatoon, SK S7T 0J1, Canada.