

2023 MONARCH BUTTERFLY KIT 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 “Sweepstakes Entry Period” begins on 9:00 a.m. Hawaiian Standard Time (“HST”) on June 3, 2023 and ends at 4:00 p.m. HST on June 3, 2023.

2. **Eligibility.** The 2023 Monarch Butterfly Kit Sweepstakes (“Sweepstakes”) is open to Hawaii residents who are at least: (a) 18 years of age; and (b) attend the 2023 Maui AgFest & 4-H Livestock Fair at the War Memorial Special Events Field in Wailuku, Maui (“Event”). Employees, officers, directors, members, managers, agents and representatives and their immediate families or members of their household (i.e., spouse, partner, parents, children, siblings, legal guardians, in-laws, grandparents and grandchildren, regardless of where they live) of Monsanto Technology LLC (“Sponsor”), 800 N. Lindbergh Blvd., St. Louis, MO 63167, Bayer Group, or their partners, affiliates, subsidiaries, parent companies, divisions and advertising, promotion, public relations agencies, are not eligible to enter or win.

3. **How to Enter.** During the Sweepstakes Entry Period, an eligible person may enter as follows:

- Eligible individuals must go to the Bayer Hawaii Table at the Event and complete an entry form, which includes entrant’s first and last name, email address, and daytime phone number.

Limit of one (1) entry per person. 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 the Sponsor, or its designee.

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, 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.

4. **Winner Selection.** On June 30, 2023, Sponsor will randomly select from all eligible entries received from the Sweepstakes Entry Period to receive the below defined prize (the "Prize") for a total of one winner. Winner will be notified on June 30, 2023, by email address or phone number provided. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. If a potential winner does not respond within five business days of the first notification attempt, is found to be ineligible, does not comply with these Official Rules or declines to accept any prize, the potential winner may be disqualified in Sponsor's sole discretion, and in such case, Sponsor may select an alternate winner based on a random drawing.

5. **Prize(s).** One (1) winner will receive a Monarch Butterfly Kit, Bayer's *Hawaii's Farm to Table* activity book, a Seminis® veggie seed packet, a garden tote, and gardening tools with an approximate retail value of \$115.00.

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. 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 Prize(s) 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.

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 Monarch Butterfly Kit within 24 hours of receipt. Sponsor is not be responsible for the condition of the Monarch Butterfly Kit.**

6. **Odds of Winning.** Odds of winning the Prize depend upon the total number of eligible entries received during the Sweepstakes Entry Period.

7. **Claiming the Prize.** The winner will be notified by email or telephone number provided. In the event that Sponsor cannot contact a potential winner of any Prize despite reasonable (in its sole discretion) attempts, or the potential winner does not respond within five (5) business days of the first notification attempt, 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.

8. **Taxes.** The 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.

9. **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.

10. **DISPUTES RESOLUTION.** THIS PROMOTION 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 the Promotion, 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 the Promotion, shall be resolved individually, without resort to any form of class action, exclusively before a court located in St. Louis County, 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 Promotion), and participant further waives all rights to have damages multiplied or increased.

11. **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.

12. **Privacy.** Information submitted in connection with the Sweepstakes will be treated in accordance with these Official Rules and Sponsor's Privacy Policy (as may be amended from time to time), currently located at <https://www.bayer.com/en/privacy-statement>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Sweepstakes. A copy of these Official Rules will be posted at the Bayer Hawaii Table during the event or you may send an email request to Monica Ivey at monica.ivey@bayer.com.

13. **Winner's List.** To obtain the name of the 2023 Monarch Butterfly Kit Sweepstakes winner, you may email a request with the subject line "2023 Monarch Butterfly Kit Sweepstakes" to: Monica Ivey at monica.ivey@bayer.com.