

Online tradeshow Draw Rules

1. Introduction

This **Online Tradeshow Draw** (the “**Draw**”) is sponsored by Decisive Farming by TELUS Agriculture (“**DF**”) and Farm at Hand by TELUS Agriculture (“**FAH**”). Entry of a participant in this Draw constitutes that participant’s irrevocable acceptance of and agreement to be bound by all Rules of the Draw.

2. Timing of Draw

The Draw begins at **9:00 am Mountain Time on February 1, 2021** and ends on **March 31, 2021 at 5:00 pm Mountain Time** (the “**Draw Period**”).

3. Eligibility to Enter

The Draw is only open to Canadian growers who meet **all** of the following criteria:

- a. are legal residents of Alberta, British Columbia, Manitoba or Saskatchewan;
- b. have reached the legal age of majority in their province of residence;
- c. are recognized by DF/FAH as Growers or employees of Growers (as defined below); and
- d. meet all other requirements set out in the Rules.

A “**Grower**” is:

- a. an individual actively engaged in producing a crop on land in Alberta, British Columbia, Manitoba or Saskatchewan owned by or leased to such individual for that purpose; or
- b. a corporation actively engaged in producing a crop on land in Alberta, British Columbia, Manitoba or Saskatchewan owned by or leased to such corporation for that purpose; or
- c. a partnership (a “**Partnership**”) where the Partnership is a demonstrably distinct farming operation in Alberta, British Columbia, Manitoba or Saskatchewan:
 - i. comprised of only those members of the Partnership (“**Partners**”) engaged in producing a crop on land, or with assets or equipment, that is owned by the Partnership or contributed by the Partners; and
 - ii. distributes all or a portion of revenue, if any, from such crops among Partners.

(“**Eligible Participants**” or each an “**Eligible Participant**”).

Employees of DF, FAH and members of their respective households (individuals with whom they reside in the normal and customary course of their residency) are not eligible to enter the Draw.

4. How to Enter

No purchase necessary.

During the Draw Period, Eligible Participants may enter the Draw by:

- Enter a scratch code they received from the tradeshow direct mailer
- Sign up for our email list.

Entrants can only use one (1) scratch code to participate in this Draw. Maximum of one (1) entries in total per person throughout the Draw period. The chances of winning are dependent upon the total number of eligible entries received.

The Draw is in no way sponsored, endorsed or administered by, or associated with YETI.

DF/FAH shall have the right to disqualify any Eligible Participant if DF/FAH, in its sole discretion, considers the participant to have or have attempted to have violated the Rules or otherwise acted in a disruptive or abusive manner. Entries that are incomplete, illegible, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed shall be void. Any violation or attempted violation of any applicable laws, regulations, guidelines, industry standards and/or community standards shall result in immediate disqualification from the Draw.

The Eligible Participant shall ensure that their participation in the Draw is conducted in an ethical and professional manner and that all such participation is carried out in accordance with all applicable laws, regulations, guidelines, industry standards and community standards.

5. Prize

There is one (1) Grand Prize (the “**Grand Prize**”) available to be won consisting of the following valued at approximately \$8,000 Canadian dollars:

- Variable rate program from Decisive Farming on 640 acres
- A TELUS Agriculture Weather Station Premium subscription (2021 season waived)
- 1 Year Farm At Hand Premium Subscription
- YETI prize pack including, Tundra 65 Hard Cooler, 355ml Colster Can Insulator (x4), Rambler Insulated Wine Tumbler (x4), Rambler Reusable 3.7L jug

The Grand Prize must be accepted as awarded and cannot be substituted, sold, transferred, assigned or redeemed for cash. Notwithstanding the preceding sentence, DF/FAH reserves the sole and unfettered right, without any liability, to allow for a transfer of the Grand Prize from a Winner (as defined below).

The Grand Prize will either be:

- i. delivered to the Winner (as defined below) by DF/FAH (at D /FAH’s expense) at the location specified by the Winner in writing provided that such location must be in Alberta, British Columbia, Manitoba or Saskatchewan; or
- ii. the Winner shall pick up the Grand Prize at the location specified by DF /FAH in writing provided that such location must be in Alberta, British Columbia, Manitoba or Saskatchewan.

The decision of whether the Grand Prize will be delivered by DF/FAH or picked up by the Winner as described above will be determined by DF/FAH and communicated to the Winner at the time the Winner is selected.

Without limiting anything contained in these Rules, the Winner (as defined below) agrees to comply with the following conditions at all times with respect to the Grand Prize:

- a. all ownership of the Grand Prize rests with the Winner once the Winner has claimed the Grand Prize from the specified location;
- b. any claims or issues associated with the Grand Prize, including but not limited to use, operation, warranty and insurance shall be dealt with between the Winner and the equipment manufacturer only; and

c. the Winner is responsible for obtaining all licenses, permits, approvals and any other documentation required to ensure the Grand Prize is used in accordance with all applicable laws, regulations, guidelines, industry standards and community standards.

6. Winner Selection

Grand Prize: A random draw to select a Winner from the total number of Eligible Participant Entries duly received by DF/FAH during the Draw Period will be conducted on/or before April 2, 2021 at 4:00 PM Mountain Time in Calgary, Alberta.

(the selected Eligible Participant winner shall hereinafter be referred to as the "Selected Entrant")

The Selected Entrant shall be notified by telephone, or email within ten (10) business days of the draw and must respond to the contact person and number identified in the notification within two (2) business days of the notification. If the Selected Entrant does not respond to the notification and otherwise comply with all other Rules, the Selected Entrant will not be declared the Winner nor receive the Grand Prize and DF/FAH shall draw for another Selected Entrant. If after three (3) such attempts an alternative Selected Entrant is not found, DF/FAH reserves the right to donate the Grand Prize to a registered charity of its choice or to not award the Grand Prize.

Without limiting anything contained in these Rules, once a Selected Entrant has claimed his or her Prize by 4:00 pm Mountain Time on April 16, 2021, DF/FAH will store the Grand Prize until DF/FAH provides further instruction to the Winner as described above in Section 5.

7. Winner's Agreement

Before a Selected Entrant can be declared a winner and receive the Grand Prize (the "**Winner**"), the Selected Entrant must do all of the following:

- a. sign an agreement and release (the "**Agreement**") with DF/FAH:
 - i. confirming the Selected Entrant's compliance with and acceptance of the Rules;
 - ii. releasing DF/FAH and its respective parent, affiliated and associated corporations, directors, officers, employees and agents and indemnifying them from and against any and all liability, causes of action, claims, loss, harm, damages, costs or expenses to the Selected Entrant and any other individual or entity arising out of, or directly or indirectly in relation to, the Selected Entrant's participation or involvement in the Draw, receipt or use of the Grand Prize, including without limitation, any use or misuse of the Grand Prize, any violations of applicable laws, regulations, guidelines and/or industry standards, any inability to use the Grand Prize, the photographs or videos submitted by the Selected Entrant to DF/FAH for the purposes of Section 4, any costs and expenses associated with the Grand Prize, any losses or damages related to personal injuries, death, loss or destruction of property associated with any prize or any losses or damages related to Selected Entrant's photograph or video infringing any and all applicable laws, regulations, guidelines, internal DF/FAH policies and/or industry standards, any rights of publicity or privacy and any defamation or portrayal in a false light;
 - iii. granting and consenting, without any further compensation, to the use by DF/FAH and its agents of the Selected Entrant's name, social media username/handle, likeness, photograph, video (including the photograph and/or video provided as part of the Entry), place of residence, voice and expressions for Draw administration and advertising and promotional purposes anywhere in the world and in any medium, including but not limited to the internet and social media platforms, as and in relation to being the Draw Winner; and
- b. correctly answer, without mechanical aid or assistance, a mathematical skill-testing question to be administered by mail and/or telephone by a DF/FAH representative.

The Selected Entrant must sign and return the Agreement within ten (10) business days of the notification date in section 6 of these Rules. DF/FAH will contact the Winner respecting the details of receiving the Grand Prize. If a Selected Entrant does not sign and return the Agreement as stipulated in these Rules, the Grand Prize will be irrevocably forfeited, and the Selected Entrant disqualified from the Draw.

8. Privacy and Submitted Materials

By entering this Draw, each entrant expressly consents to DF/FAH, its agents and/or representatives, storing, sharing and using the personal information submitted in accordance with the DF/FAH privacy policy (available at: <https://decisivefarming.com/privacy-policy-ca/>) and for the purposes of:

- a. administering this Draw and as identified in section 7 of these Rules (which consent cannot be revoked without disqualification from the Draw); and
- b. identifying and better understanding a participant's needs and preferences in order to develop and offer that participant information, products and/or services by DF/FAH or its agents (which consent can be revoked by the participant separately contacting DF/FAH and advising it of such revocation).

This section does not limit any other consent(s) that an individual may provide DF/FAH or others in relation to the collection, use and/or disclosure of their personal information.

By participating in the Draw participants expressly consent to DF/FAH and its agents communicating with the participants by electronic messages sent in accordance with applicable legislation for commercial activities associated with this Draw or referenced in these Rules.

By participating in the Draw each participant grants DF/FAH an irrevocable, perpetual, transferable, worldwide, fee and royalty free license to copy, use, publish, transmit and create derivative materials using and from, any materials submitted by participant in association with the Draw for any uses contemplated by the Rules including associated promotional and marketing purposes.

9. Limit of Liability

A participant, by submitting any Entry for this Draw (whether such participant is an Eligible Participant or is disqualified) agrees to and does release (to the extent permitted by law) DF/FAH and its respective directors, officers, employees and agents from and against any and all liability for any loss, harm, damages, costs or expenses to such participant or any other individual or entity arising out of: incorrect or inaccurate transcription of entry information; incomplete, irregular, inaccurate, misdirected, falsified, altered, tampered with, lost or delayed entries, or entries received through impermissible or illegitimate channels (all of which will be disqualified); technical failures of any kind, including but not limited to the malfunctioning or failure of any telephone, computer, network, server, email, platform (social media or otherwise), hardware or software; unauthorized human intervention in any part of the entry process or the Draw; electronic or human error which may occur in the administration of the Draw or the processing of entries; any processes utilized and/or decisions made by DF/FAH regarding the selection and/or determination of the Selected Entrants and the Winners; and any decisions made by DF/FAH in administering this Draw in accordance with these Rules, including without limitation, respecting disqualifications and eligibility determinations, Prize substitution, Prize transferability, changes to the Draw Period and any other changes to the Draw permitted by these Rules.

10. Disputes

A participant, by submitting any entry for this Draw (whether such participant is an Eligible Participant or is disqualified) agrees that: any and all disputes, claims, and causes of action arising out of or connected with this Draw shall be resolved individually, without resort to any form of class action; any and all claims, judgments and awards shall be limited to direct out-of-pocket costs incurred, including costs associated with entering this Draw but in no event lawyers' fees; and all rights to claim punitive, incidental and consequential damages, multiple damages and any other damages, other than direct out-of-pocket expenses, are hereby irrevocably waived. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO ALL SUCH PARTICIPANTS.

A participant, by submitting any Entry for this Draw (whether such participant is an Eligible Participant or is disqualified) agrees that all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules, or any rights and obligations in connection with the Draw, shall be governed by the applicable federal laws of Canada and the laws of the province of Alberta without regard to any conflict of law rules and to attorn to the exclusive jurisdiction of the courts of Alberta.