2019 GEORGIA YOUNG FARMERS ASSOCIATION / TAGTEAM® LCO TECHNOLOGY PEANUT HIGH YIELD CONTEST OFFICIAL RULES

VOID WHERE PROHIBITED OR RESTRICTED BY LAW, RULE, REGULATION OR ORDINANCE. The 2019 Georgia Young Farmers Association / TagTeam[®] LCO Technology Peanut High Yield Contest (the "Contest") begins on or about April 1, 2019 and ends on November 15th, 2019 ("Contest Period"); provided that at least 15 valid Contest entries are received.

- 1. **Sponsor.** The Sponsor of this Contest is Georgia Young Farmers Association, 2802 Moore Hwy, Tifton, GA 31793.
- 2. **Terms and Conditions.** By participating in the Contest, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the Contest. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.
- 3. **Eligibility**. The Contest is open to Georgia peanut farmers who: (1) are members in good standing with the Georgia Young Farmers Association; (2) are at least 18 years of age; and (3) purchased at least four (4) cases of TagTeam® LCO peanut inoculant for the 2019 growing season. **At least 15 eligible growers must enter for the Contest to take place.**

Employees, officers and directors, their immediate family members (spouse, siblings, children and parents, regardless of where they live) or members of the same households (whether related or not) of Sponsor, Monsanto Company, or any of their respective affiliates, parent companies or subsidiaries, and those associated with the development, distribution or implementation of this Contest are not eligible to participate.

4. **Entry**. To enter the Contest, eligible growers must provide (i) evidence of their certified buying point sales tonnage; (ii) a copy of the Farm Service Agency (FSA) Form 578 for their respective farm number; and (iii) an invoice or proof of purchase for a minimum of 4 cases of TagTeam[®] LCO peanut inoculant, to their local young farmer advisor/teacher for yield averaging certification and eligibility.

The FSA Form 578 must reveal the certified peanut acreage information, but other crop information for the eligible farm number is not required and may be excluded or marked out. Farm numbers submitted for Contest entry do not need to be treated with TagTeam® LCO peanut inoculant to be eligible.

Limit one entry per "Farm Entity". "Farm Entity" means one continuous farm with a complete farm number, whether owned or operated by one person, an entire family or otherwise. All entries become the property of the Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. Entries that do not comply with the terms of the Contest will result in disqualification. Incomplete or illegible entries will not be considered. This Contest is subject to change without notification in Sponsor's sole discretion. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in Sponsor's sole opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any person, or if it is determined the entrant has not complied with these Official Rules.

5. **Winning/Judging Criteria**. Prior to the 2020 Georgia Young Farmers Convention (January 31-February 1, 2020), Sponsor will determine which entrants obtained the highest yield per acre. The entrant who properly submitted the farm number with the highest yield per acre out of all entries will win the Grand Prize (as defined below). The entrant who properly submitted the farm number with the second highest yield per acre out of all entries will win the Second Place Prize (as defined below).

Decisions of the Sponsor will be final and binding on all matters relating to this Contest. If a potential winner cannot be reached within a reasonable time period after selection, 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 a prize, such potential winner may be disqualified in Sponsor's sole discretion, and in such case Sponsor will re-determine the winners of the prizes based on the remaining eligible entrants. In the case of a tie, the winning entry will be determined by the customer who harvested the largest number of acres.

6. **Prizes**. There will be one (1) Grand Prize and one (1) Second Place Prize.

Grand Prize. The grower whose entered farm number has the highest yield per acre out of all properly submitted entries will win \$5,000 paid to the grower by check. The Georgia Young Farmers Association chapter of which the grower is a member will also receive an award based on the number of entries received in the Contest - if a total of 15-49 entries are received for the Contest, the chapter will receive \$1,000 paid to the chapter by check; if 50 or more entries are received for the Contest, the chapter will receive \$5,000 paid to the chapter by check.

<u>Second Place Prize</u>. The grower whose entered farm number has the second highest yield per acre out of all properly submitted entries will win \$2,500 paid to the grower by check.

Checks issued will expire and be null and void if check is not cashed or deposited within 180 days of issuance, unless otherwise specified. No winner will be awarded a prize if said winner fails to comply with these Official Rules. If the prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute such prize with another prize of equal or greater value. The prizes are not transferable. No substitution or cash redemption of a prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor.

7. **Claiming a Prize**. Each potential winner may be required to complete, sign, notarize and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within 14 days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any prize won may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and Sponsor will re-determine the winners of the prizes based on the remaining eligible entrants. In the event that more than one prospective winner is inadvertently named for any prize, the entrant with the highest yield will win such prize.

Receipt of any prize offered in this Contest 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 A WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED. If any provision of these Official Rules shall be deemed to violate any state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.

- 8. **Publicity.** Except where prohibited by law and notwithstanding anything to the contrary in the Sponsor's Privacy Policy, the winner also grants Sponsor the right to use the winner's submission, 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.
- 9. **Responsibility for Prize/Taxes**. Each winner understands and agrees that s/he is solely responsible for the use, care and maintenance of the prize. Sponsor is not responsible for lost or stolen prizes. **PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. Winners may be required to complete and submit a W-9 form to receive the prize within 14 days of receipt of such documents from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any prize won may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and Sponsor will re-determine the winners of the prizes based on the remaining eligible entrants. The recipient should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.
- 10. **Social Media**. The Contest may be advertised through social media platforms, such as Facebook, Instagram and/or Twitter ("Social Media"). You understand and acknowledge, however, that the Contest is in no way sponsored, endorsed, administered by, or associated with any Social Media platform on which it is offered or advertised. You agree to adhere to all rules established by Social Media platforms. Any information you provide for the Contest is being provided to Sponsor rather than any Social Media platform. You fully release Facebook, Twitter, and all other Social Media from all claims, losses and harm that you may allege or incur relating to this Contest.

- 11. **Termination**. Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Examples of reasons for termination or modification of the Contest may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST MAY BE A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH ENTRANT(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**
- 12. **Additional Conditions**. The Sponsor is not responsible for (i) late, lost, delayed, damaged, incomplete, illegible, misdirected or undeliverable correspondence; (ii) theft, destruction, unauthorized access to or alterations of entry materials; (iii) any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or prize(s); or (iv) phone, electrical, network, computer, hardware, software program or transmission malfunctions, failures or difficulties. By participating in the Contest, entrant acknowledges that entrant has read these Official Rules and any other terms and conditions, rules, guidelines or policies applicable to the Contest, and agrees to abide by them.
- 13. Hold Harmless/Release. BY PARTICIPATING, EACH ENTRANT AGREES TO RELEASE AND HOLD HARMLESS SPONSOR, MONSANTO COMPANY, AND THEIR RESPECTIVE PARENTS, SUBSIDIARIES, AFFILIATES, ADVERTISING AND PROMOTION AGENCIES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN OR ADMINISTRATION OF THE CONTEST; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE; (C) PARTICIPATION IN ANY CONTEST OR PRIZE-RELATED ACTIVITY; OR (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR PROCESSING OF ENTRIES.
- 14. **Disputes. THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF GEORGIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** As a condition of participating in this Contest, 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 Contest, shall be resolved **INDIVIDUALLY, WITHOUT RESORT TO ANY FORM OF CLASS ACTION**, exclusively before a court located in Georgia having jurisdiction. The entrant and Sponsor hereby agree to **WAIVE A JURY TRIAL** in all actions and proceedings related to the Contest. 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 Contest), and participant further waives all rights to have damages multiplied or increased.

Abbreviated Rules (To be used on all advertising copy – not a part of the Official Rules):

NO PURCHASE NECESSARY. Contest is open to Georgia peanut farmers who: (1) are members in good standing with the Georgia Young Farmers Association; (2) are at least 18 years of age; and (3) purchased at least four (4) cases of TagTeam® LCO peanut inoculant for the 2019 growing season. Monsanto Company and its affiliates are not responsible for administration of the contest. Must report certified yield data by 11/15/19. For a copy of the official rules, contact the contest sponsor: Georgia Young Farmers Association, 2802 Moore Hwy, Tifton, GA 31793.