

Official Rules and Regulations

THIS “Cargill RegenConnect Photo” CONTEST (THE “**CONTEST**”) IS INTENDED TO BE CONDUCTED IN THE UNITED STATES ONLY AND SHALL BE CONSTRUED AND EVALUATED ACCORDING TO APPLICABLE UNITED STATES LAW. **NO PURCHASE IS NECESSARY. A PURCHASE DOES NOT IMPROVE YOUR CHANCES OF WINNING.** THE CONTEST IS OPEN TO UNITED STATES RESIDENTS ONLY AND PARTICIPANTS MUST BE THE AGE OF MAJORITY OR OLDER IN THEIR STATE OR TERRITORY OF RESIDENCE AT THE TIME OF ENTRY. VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THESE CONTEST RULES (THE “**CONTEST RULES**”).

1. Eligibility

- a. Farmers in the United States who are actively enrolled in Cargill RegenConnect (“Growers”) and submit sustainability-related photos (“Entry Photos”) to regenconnect@cargill.com anytime between October 1, 2024, and 5:00 p.m. CST on December 15, 2024, are eligible to win one of three (3) prizes (\$250 Visa gift card, \$150 Visa gift card, \$100 Visa gift card).
- b. Cargill shall have the right at any time to require proof of identity and/or eligibility to participate in the Contest. Failure to provide such proof may result in disqualification. All personal and other information requested by and supplied to Cargill for the purpose of the Contest must be truthful, complete, accurate and in no way misleading. Cargill reserves the right to require proof of age and jurisdiction of residence prior to awarding any prize, and may, in its sole discretion, disqualify any entrant should such an entrant at any stage supply untruthful, incomplete, inaccurate or misleading personal details and/or information.
- c. This Contest is open to residents in the United States who are over the age of 18 years. Employees of Cargill and persons domiciled with or who are members of the immediate families of Cargill, Incorporated are not eligible for this Contest.

2. How to Enter (No purchase necessary).

- a. **The contest is offered electronically. To enter:**
 - i. Growers must submit the entry to regenconnect@cargill.com, including their name and telephone number, between October 1, 2024, and 5:00 p.m. CDT on December 15, 2024 (the “Entry Period”), after which no further entries shall be accepted.
- b. **Limitations of Entries:**
 - i. All entries must be submitted during the Entry Period.
 - ii. Multiple Entry Photos may be submitted per person but only one entry per person will be considered. Only one prize can be won.
 - iii. All entries and Entry Photos become the sole property of Cargill and will not be returned for any reason.
 - iv. Entries must be submitted through the entry method mentioned above.

3. Prize

The Contest involves three (3) prizes to be awarded to three (3) winners amongst all participants. Those prizes are: one Visa gift card in the amount of \$250 for the first winner drawn; one Visa gift card in the amount of \$150 for the second winner drawn; and one Visa gift card in the amount of \$100 for the third winner drawn.

4. Draw.

- a. Chances of winning a prize depends on the number of eligible entries received.
- b. The Cargill RegenConnect Photo Contest will be held throughout the Entry Period defined above. The winners will be selected on or about December 16, 2024, based on a random drawing of all participants (the “Selected Entrant”). Cargill will use reasonable efforts to ensure the Contest winners are notified by email, in person or by telephone by a Cargill Representative prior to December 20, 2024.

- c. EACH SELECTED ENTRANT WILL BE NOTIFIED BY TELEPHONE OR E-MAIL NO LATER THAN DECEMBER 20, 2024 AT 5:00 P.M. CDT AND ENTRANT MUST RESPOND WITHIN TWO (2) BUSINESS DAYS OF NOTIFICATION. Upon notification, the Selected Entrant must respond by telephone to the contact number provided in the notification, and the Selected Entrant's response must be received by Cargill within two (2) business days of such notification. If the Selected Entrant does not respond in accordance with the Contest Rules, he/she will be disqualified and will not receive a Prize and another entrant may be selected in Cargill's sole discretion until such time as an entrant satisfies the terms set out herein. Cargill is not responsible for the failure for any reason whatsoever of a Selected Entrant to receive notification or for Cargill to receive a Selected Entrant's response.
- d. Prior to being declared a winner, the Selected Entrant must first correctly answer without assistance of any kind, whether mechanical or otherwise, a mathematical skill-testing question posed by mail or telephone at a mutually convenient time within two (2) business days of the initial contact between Cargill and Selected Entrant. The Selected Entrant must correctly answer the following skill-testing question to win: $50 \times 2 \div 5 + 30 = \underline{\hspace{2cm}}$. Following provision of the correct answer, the Selected Entrant shall be declared a winner of the Contest and awarded a Prize.
- e. In the event that the Selected Entrant incorrectly answers the mathematical skill-testing question, he/she will be disqualified and another entrant will be randomly selected and the above process will be repeated until such time as there is one confirmed winner of each Prize (the "Contest Winner") or no more eligible entries are available.
- f. The Prizes are awarded solely to the three (3) Contest Winners. The Prizes must be accepted as awarded and cannot be transferred, assigned, substituted, except at the sole discretion of Cargill. Any unused portion of the Prizes will be forfeited and have no cash value. Cargill reserves the right, in its sole discretion, to substitute a prize of equal or greater value if a Prize (or any portion thereof) cannot be awarded for any reason.

Shipped Prizes shall not be insured, and Cargill shall not assume any liability for lost, damaged or misdirected prizes.

5. Release Form

- a. Prior to being declared a Contest Winner and receiving a Prize, the Selected Entrant will be required to sign a declaration of publicity release form (the "Release Form").
- b. By completing and returning the Release Form, the Contest Winner confirms compliance with the Official Rules, accepts the Prize as awarded, without substitution, releases the Releasees (as specified more fully below) from all liability relating to the Contest and/or to the Prize, and consents to the use of his/her name, address (city and province), photographs, and/or Entry Photos, without additional compensation or notice, in connection with any publicity, advertising, or promotional materials carried out by or on behalf of Cargill.
- c. The Contest Winner may be required, at Cargill's sole discretion, to provide the Release Form and any other reasonable information or documents.
- d. The Contest Winner agrees to cooperate in any investigations by Cargill to confirm his/her eligibility and to help ensure that the use of such potential winner's information in advertising or publicity for the Contest will not bring Cargill into public disrepute, contempt, scandal, ridicule or reflect unfavorably on the Contest or Cargill as determined by Cargill in its sole discretion.
- e. The signed Release Form and other information or documents requested by Cargill must be returned within the time period specified on the Release Form or the Grand Prize will be forfeited and another entrant will be selected, and the selection process set out in section 4 above will be repeated.

- f. Upon receipt of the completed Release Form, Cargill or a designated agent will be in contact with the winner within five (5) business days. No correspondence will be entered into except with the Contest Winner.

6. General

- a. Each entrant agrees to abide by these rules and the decision of the Cargill, Incorporated representative judging the Contest. Entrants who have not complied with the Contest Rules are subject to disqualification.
- b. By entering the Contest, entrant releases and holds Cargill harmless from and against any and all manner of action, causes of action, suits, debts, covenants, contracts, claims and demands, including legal fees and expenses, whatsoever, including but not limited to, claims based on negligence, breach of contract, and fundamental breach and liability for physical injury, death, or property damage which an entrant or his/her administrators, heirs, successors, or assigns might have or could have, by reason of or arising out of the entrant's participation in the Contest, any breach of the Contest Rules, and/or in connection with the acceptance or use of the Grand Prize. The entrant agrees to fully indemnify Cargill from any and all claims by third parties relating to the Contest, without limitation.
- c. Cargill assumes no responsibility or liability for lost, late, unintelligible/illegible, falsified, damaged, misdirected or incomplete entries, notifications, responses, replies or any Release, or for any computer, online, software, telephone, hardware or technical malfunctions that may occur, including but not limited to malfunctions that may affect the transmission or non-transmission of an entry. Cargill is not responsible for any incorrect or inaccurate information, whether caused by website users or by any of the equipment or programming associated with or utilized in the Contest or by any technical or human error which may occur in the administration of the Contest. Cargill assumes no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries. Cargill is not responsible for any problems, failures or technical malfunction of any telephone network or lines, computer online systems, servers, providers, computer equipment, software, e-mail, players, or browsers, on account of technical problems or traffic congestion on the Internet, at any website, or on account of any combination of the foregoing. Cargill is not responsible for any injury or damage to entrant or to any computer related to or resulting from participating or downloading materials in this Contest. Entrant assumes liability for injuries caused or claimed to be caused by participating in the Contest, or by the acceptance, possession, use of, or failure to receive any prize. Cargill assumes no responsibility or liability in the event that the Contest cannot be conducted as planned for any reason, including those reasons beyond the control of Cargill, such as infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical failures, or corruption of the administration, security, fairness, integrity or proper conduct of this Contest and/or the Contest Website.
- d. Entrant agrees to be bound by the decisions of Cargill, which shall be final and binding in all respects. Cargill reserves the right, in its sole discretion, to disqualify any entrant found to be: (a) violating the Contest Rules; and/or (b) tampering or attempting to tamper with the entry process or the operation of the Contest.
- e. All intellectual property, including but not limited to trademarks, trade names, logos, designs, promotional materials, web pages, source code, drawings, illustrations, slogans and representations are owned by Cargill and/or its affiliates as applicable. All rights are reserved. Unauthorized copying or use of any copyrighted material or intellectual property without the express written consent of its owner is strictly prohibited.
- f. Cargill reserves the right, in their sole discretion, to terminate the Contest, in whole or in part, and/or modify, amend or suspend the Contest, and/or the Contest Rules in any way, at any time, for any reason without prior notice.

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- g. All issues and questions concerning the construction, validity, interpretation and enforceability of the Contest Rules or the rights and obligations as between the entrant and Cargill in connection with the Contest shall be governed by and construed in accordance with the laws of the state of Minnesota including procedural provisions without giving effect to any choice of law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws.
- h. In no event will Cargill be responsible or liable for more than the stated number of prizes described in the Contest Rules.
- i. In the event of a dispute as to the identity of an entrant, entries made online will be deemed to have been made by the authorized account holder of the e-mail address submitted at the time of entry as defined by the applicable service provider. The potential winner may be required to show proof of being the authorized account holder for the e-mail address associated with the winning entry.

7. Privacy

- a. By participating in the Contest, entrant: (i) grants to Cargill the right to use his/her name, mailing address, telephone number, e-mail address and date of birth ("**Personal Information**") for the purpose of administering the Contest, including but not limited to contacting and announcing the Contest Winner; (ii) grants to Cargill the right to use his/her Personal Information for publicity and promotional purposes relating to the Contest, in any and all media now known or hereafter devised, without further compensation unless prohibited by law; and (iii) acknowledges that Cargill may disclose his/her Personal Information to third-party agents and service providers of any of the sponsors in connection with any of the activities listed in Section 2(a) above.