

TERMS AND CONDITIONS OF PROMOTIONAL CAMPAIGN “Fungicide Campaign Estonia”

(“Promotional Campaign”)

of 01.01.2023

1. GENERAL INFORMATION

1. The organizer of the campaign is Bayer Sp. z o.o. with its registered office at the following address: Al. Jerozolimskie 158, 02-326 Warszawa, entered in the Register of Businesses kept by the District Court for the capital city of Warsaw in Warsaw, 12th Business Division of the National Court Register, under KRS [National Court Register] No.: 0000035338, with the share capital in the amount of PLN 151,340,000.00 REGON [National Official Business Register No.]: 010374922, NIP [VAT No.]: 526 00 19 068 , having the status of a large entrepreneur within the meaning of art. 4c of the Act of March 8, 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2019, item 118, as amended), („Bayer“ or „Organizer“).

2. The Promotional Campaign shall be conducted in Estonia.

3. These Terms and Conditions are a document that defines the terms and conditions for the Participants' participation in the Product Promotion Campaign and sets out the terms of cooperation between the Participant and the Organizer in relation to the Promotion Campaign.

4. Duration of the Promotion Campaign: from 1st January 2023 till 31st of December 2023.

5. The Promotional Campaign is open to farmers and companies conducting farming activity, who are not re-selling the products (hereinafter “the Participants”). Only an entrepreneur (business owners where they act in the capacity of their economic activity) may participate in the Promotional Campaign, a participant may not be a consumer within the meaning of the applicable law. Natural persons or legal entities acquiring products for distribution and agricultural cooperatives may not participate, however, the members of the cooperatives directly using BAYER plant protection products may participate in the Campaign.

6. In addition, the following persons cannot participate in the Campaign: entrepreneurs who are employees and members of the Organizer's or the Agency's authorities.

7. The products of the campaign are the following Bayer crop protection products:

Product	Points per 1 liter or 1 kilogram
Aliette	25
Ascra Xpro	80
Attribut	450
Bariton Super	45
Betanal	20

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Incelo 3 kg + Biopower 10 L	860
Cerone	20
Decis Mega	30
Estet	15
Falcon Forte	40
Fenix	25
Folicur	20
Hussar Activ Plus	60
Infinito	25
Input	80
Input Triple	85
Komplet	110
Mateno Duo	30
Movento	100
Previcur Energy	65
Propulse	80
Prosaro	45
Puma Universal	165
Redigo Pro	45
Sekator	100
Targa Super	15
Tilmor	35
Variano Xpro	45
Zantara	40

8. These Terms and Conditions will be available for inspection throughout the duration of the Program at the Organizer's office, on the websites www.agro.bayer.com.pl and www.cropscience.bayer.ee.

9. Products participating in the Campaign may also be available for sale before or after periods specified in paragraph 4, but their purchase does not entitle them to participate in the Campaign.

10. The Organizer reserves its right to commission some part of activities conducted to the external service provider – the marketing agency (hereinafter called “Agency”). The name of the Agency: Partizanas OÜ, address Weizenbergi 19, Tallinn, Estonia 10150, Reg. code: 11698825, tel: +372 6031306, e-mail: bayer@loteriid.ee.

2. PROMOTIONAL CAMPAIGN RULES

1. Any subject listed in point 1.5 of the Regulations can join the Promotional Campaign by providing online application to the Agency acting on behalf of the Organizer in accordance with the

template constituting an Appendix to this Program ("the Campaign Form"). By submitting the Campaign Form, the Participant accepts these Terms and Conditions. Registration for the Campaign is available on the website www.agro.bayer.com.pl and on the website www.cropscience.bayer.ee or by sending an application by e-mail to: bayer@loteriid.ee. The online registration form will be published no later than 1st of April 2023.

2. Registration for the campaign will take place from 1st of April 2022 to 15th of January 2024.
3. A power of attorney to represent the Participant should be attached to the Campaign Form, if the Campaign Form is signed by a person other than a statutory representative of the Participant.
4. A natural person who declares participation in the Promotional Campaign in accordance with the provisions of these Regulations, reports the participation of a given entrepreneur in the Campaign, and not its own.
5. Upon receiving the campaign form, the Agency acting on behalf of Bayer, will confirm to Participant the participation in the Campaign. In the absence of confirmation, the Participant must contact the Agency by phone +372 6031306 on working days from 9.00 to 17.00 or by email: bayer@loteriid.ee.
6. The person submitting the Campaign form agrees to the processing of their personal data. The campaign form submitted by a Participant who does not consent to the processing of personal data for the purposes of these Regulations in accordance with the binding legislation is not valid.
7. Incomplete or incorrect Campaign Form prevents participating in the Promotional Campaign.
8. Each Participant may submit more than one Campaign Form.
9. The Participant undertakes to update his data by updating the Campaign Form while participating in the Program, in accordance with the actual state.
10. The Organizer has the right to verify the accuracy of the data provided by the Participant in the Campaign Form or to update it, and request additional data and documents from the Participant for this purpose. If the Participant provides false data, the Organizer has the right to terminate the Participant's participation in the Promotional Campaign.

3. PRIZES

1. The Participant who purchased (in Campaign period 1st of January 2023 till 31st of December 2023) Products specified in point 1.7 are eligible for a prize.
2. Products can be purchased from any seller located in Estonia who is entitled to sell and distribute Bayer plant protection products.
3. Estimation of Prizes:

- a. By purchasing products, points are collected only within the defined period of time in accordance with table in point 1.7, per each product and multiplied by purchased volumes. For the avoidance of any doubt, collected points expire, once the Campaign is finished.
- b. Points are collected and summarized till the Campaign finish at 31st of December 2023. Points of product purchases from applications submitted (submitted invoices) till 30th of November, will be multiplied by 1.1 (10% extra points). Points of product purchases from applications submitted from 1st of December till 15th of January 2024, will be multiplied by 0.8 (20% decrease).**
- c. After 15th of January 2024, points are exchanged for the prizes. The value of the prize is calculated according to a formula: 100 points are equal to 1.00 (one euro) EUR, rounding up to unit euro (EUR).
- d. For organizational reasons, the minimum value of purchases entitling to take part in the promotion amounts to 10 000 EUR (including VAT) which can be collected and reached with several purchases – several invoices.

4. The options to receive the prize are in either the form of a coupon for "Hedon" Spa&Hotel, "Euronics" electronics store or travel agency chosen by Bayer. The prize can be received partly in form of coupon from all mentioned suppliers. By receiving prize in different coupons, the minimum prize level of coupon is 100 EUR (Including VAT).

5. In case the Participant is required to pay additional tax upon accepting or using the prize, the Participant is responsible for paying such tax.

6. In Campaign is not set any prize receiving steps or highest limited level.

7. The prize is not subject to exchange for any equivalent (including cash or in kind). The Participant's right to demand the release of the prize is non-transferable. The Participant is not entitled to reserve the special properties of the prize or to receive any other prize than described in these Rules. Conditions apply to the redeeming of the Prizes.

8. The Organizer reserves the right to change the type of Prize to prizes of similar quality, functionality, and value during the Promotion Campaign.

9. The details and conditions for redeeming the prizes shall be determined by the issuer of the respective Prize (coupon). The coupons are valid for a limited time and the Organizer shall not be responsible for their expiry. In matters related to the redeeming of the coupons, including questions regarding their validity, the Participants shall contact the issuer of the coupon.

10. The Participant will confirm the purchases by providing the Agency with the confirmation of the amount of Products purchased in the way as specified in points 3.11-3.13 below.

11. The Participant will be obliged to send to the Agency, the documents confirming the purchase of Products. Those must be sent in a scanned form to the e-mail address of the Agency. The filling out and submission of the relevant documents shall be the full responsibility of the Participant of the Campaign, and not the seller from whom the Campaign Products have been acquired. The date of issuance of the purchase document must be within the scope of the term of the Campaign defined in point 1.4. The

term for the submission of scans/photos of purchase documents shall be 15.01.2024. Purchase documents submitted thereafter shall not be taken into account.

12. The documents confirming the purchase of the Products shall contain all the details of invoices required by law. The Participants represents that their registered purchases are valid, correct and they have the originals of the documents confirming the purchase (purchase receipt or purchase invoice). Acquiring an unfair advantage through manipulating with the documents or otherwise shall be strictly prohibited

13. If the Organizer has doubts as to whether the Participant meets the conditions set out herein or purchased the Products, the Prize may be withheld until the Participant submits requested information or documents to verify its compliance with the conditions or its purchase of the Products.

14. By participating in the promotion, The Participant agrees to the verification of compliance of the sent reports on quantities of Products purchased as part of the Campaign. A Bayer representative has the right to check the quantities purchased from sellers or by asking the Participant for documents certifying the purchase. The Organizer will have the right to verify with the seller who sold the Products to the Participant the fact that the Products have been purchased in certain quantities, including, in particular, the fact that appropriate invoices have been issued and no corrections have been issued that would adequately reduce the value of purchases constituting the basis for granting the prize.

15. The prize(s) will be sent (dispatched) by 15th of April 2024 at the latest. The delivery will be confirmed by a Parcel confirmation.

4. RULES OF THE COMPLAINT PROCEDURE

1. Claims arising out of these Terms and Conditions relating to the distribution of the Products shall be submitted to the seller through whom the Participant has purchased the Products. Bayer shall not be liable in any way for any act or omission of the seller r in this regard.

2. Other claims arising out of these Terms and Conditions, including doubts about the correctness of the purchase calculation, shall be sent to the Organizer at the address Al. Jerozolimskie 158, 02-326 Warszawa, Poland, in writing or by e-mail bayer@loteriid.ee (with the note "Complaint in connection with the Promotion Fungicide") no later than 15.02.2024. Complaints received thereafter may not be processed.

3. The Organizer shall, within 21 (twenty-one) days after the receipt of the complaint, review the submitted complaint and inform the applicant about the decision.

4. The decisions of the Organiser on matters related to the Campaign are final and not subject to dispute. In case of a legal dispute, it will be settled by the court competent for the seat of the Organizer.

5. LIABILITY OF THE ORGANIZER

1. The Organizer shall not be liable for any damages or expenses arising in relation to the Campaign to the maximum extent provided by law.
2. The Organizer is not responsible for the loss, delay or defects of any communication or forms sent from or to the organizer caused by issues related to computers or Internet connectivity or other similar circumstances. The Organizer is not responsible if the Participant does not receive the prize due to providing incorrect or inaccurate information.
3. The Organizer is not responsible for the defects of the Prizes and does not guarantee the possibility to exercise any of the rights related to the Prizes.

6. FINAL PROVISIONS

1. Participation in the Promotional Campaign is entirely voluntary. Participants have the right to resign from further participation in the Promotional Campaign at any time by sending a written application to the Agency at A. Weizenberg 19, Tallinn 10150, Estonia, or by e-mail to bayer@loteriid.ee.
2. For important reasons, the Organizer may unilaterally terminate the Participant's participation in the Program at any time without any compensation due on its account. The important reasons set out above are in particular:
 - a) breach by the Participant of the rules of these Regulations,
 - b) if the activity of the Participant is against the good name or interests of the Organizer,
 - c) if the Participant no longer meets the conditions for participation in the Promotional Campaign, or
 - d) in case of reasonable doubt that the Participant has obtained an unfair advantage or any other irregularities that may be considered improper during the Program, including if the Products have been purchased separately from the economic activity of the Participant.
3. The termination must be made in writing with an indication of the reason for the termination of participation in the Program. The termination shall be decided at the discretion of the Organizer and shall not be subject to dispute.
4. These Terms and Conditions exclusively define the rights and obligations of Bayer and Participants participating in the Promotional Campaign within the scope specified therein. The interpretations and decisions regarding these Regulations by the Organizer shall be binding and final. In case of doubts as to its content, any questions regarding the action may be directed by the Participant to the following address: address Al. Jerozolimskie 158, 02-326 Warszawa, in writing or by e-mail to the address bayer@loteriid.ee.
5. Bayer reserves the right to introduce changes to these Terms and Conditions and to end or suspend the Promotional Campaign without giving reasons. Bayer shall notify the Participants

participating in the Campaign of its early termination, suspension or significant changes on websites www.agro.bayer.com and www.cropscience.bayer.ee or by contacting the Participants directly.

6. If a particular provision of the Regulations is considered invalid or ineffective, the invalidity or ineffectiveness of this provision does not affect the validity or effectiveness of the remaining provisions of the Regulations. The Organizer will seek to replace the invalid or ineffective provision with a new, lawful provision corresponding as much as possible to the original intent of the invalid or ineffective provision.

7. Advertising and promotional materials are informative, only the provisions of the Regulations are binding.

8. The Campaign shall be governed by and interpreted in accordance with the applicable laws of the Republic of Estonia.