CORTEVA AGRISCIENCE UK LTD "INATREQ STEWARDSHIP SUPPORT OFFER" TERMS AND CONDITIONS

1. **THE PROMOTER**

The promoter is Corteva Agriscience UK Ltd, registered at CPC2 Capital Park, Fulbourn, Cambridge, CB21 5XE ("**Corteva**").

2. THE "INATREQ STEWARDSHIP SUPPORT OFFER" OFFER

- 2.1 These terms and conditions govern the "Inatreq Stewardship Support Offer" (the "**Offer**") being provided by Corteva in the United Kingdom. Under the Offer successful participants determined in accordance with section 2.2 below will receive a £200 payment (the "**Reward**") from Corteva.
- 2.2 In accordance with these terms and conditions, in order to receive a Reward, participants are required to:
 - 2.2.1 make Qualifying Purchases (as defined in section 4.1 below);
 - 2.2.2 be one of the first 5,000 to make a Claim (as defined in section 4.3 below); and
 - 2.2.3 have their Claim satisfy Corteva's Validation Checks (as defined in section 5.1 below).
- 2.3 [Please note that in some circumstances less than 5,000 Rewards will be made (i.e. where one of the first 5,000 participants to make a Claim subsequently fails to satisfy the Validation Checks). Please see sections 5.2 and 6.7 below for further details.]
- 2.4 All participants in the Offer are deemed to have agreed to be bound by these terms and conditions.

3. **ELIGIBILITY**

- 3.1 <u>The Offer is not open to consumers</u>. All participants must therefore be businesses or individuals acting for purposes which are wholly or mainly within their trade, business, craft or profession.
- 3.2 The following are not permitted to participate in the Offer:
 - 3.2.1 any individual (whether representing themselves or on behalf of a registered company) under the age of 18;
 - 3.2.2 [any holding or subsidiary company of Corteva;]
 - 3.2.3 any employees of Corteva or its holding or subsidiary companies;
 - 3.2.4 any employees of agents, distributors or suppliers of Corteva or its holding or subsidiary companies, who are professionally connected with the Offer or its administration; or
 - 3.2.5 any members of the immediate families or households of 3.2.3 and 3.2.4 above.
- 3.3 By participating in the Offer, all participants confirm that they meet the eligibility requirements outlined above. Corteva may require participants to provide proof of eligibility to participate in the Offer.
- 3.4 Corteva reserves all rights to disqualify any participant if their conduct is contrary to the spirit or intention of the Offer.

4. **HOW TO PARTICIPATE**

Making Qualifying Purchases

- 4.1 To participate in the Offer, participants are first required to make purchases which satisfy the following:
 - 4.1.1 the products purchased must include:
 - 4.1.1.1 20-litres of Corteva product containing Inatreq[™] active fungicide (these are Univoq[™], Peacoq[™], Inconiq[™], Questar[™], Aquino[™], Apaveq[™] or Peqtiga[™]); and
 - 4.1.1.2 any nozzle anti-drip diaphragms or pistons, pump diaphragms or a Ramsay box seal;
 - 4.1.2 the product containing Inatreq active fungicide purchased must be a genuine Corteva product (i.e. it must not be counterfeit or infringe the intellectual property rights of Corteva in any way);
 - 4.1.3 the products purchased must be for the participant's own use (i.e. the participant must be the "end user" of the products and must not transfer or resell them for personal or commercial gain or otherwise);
 - 4.1.4 the purchase of Inatreq active fungicide must be made directly from UK based distributors (whether this is in a physical store or through one of their UK registered e-commerce sites);
 - 4.1.5 the products purchased must not, at any time, be returned (unless faulty) to the distributor; and
 - 4.1.6 the purchases must be made between [**1st November 2022**] and [**30th June 2023**] (inclusive),

("Qualifying Purchases").

4.2 Please note that for the purposes of validation, Corteva will require copies of the invoices that participants received when making Qualifying Purchases. If Qualifying Purchases cannot be validated, the participant will not receive a Reward. Only scanned copies of invoices will be accepted, so we strongly recommend these are retained/saved immediately upon making any Qualifying Purchases. Please see sections 4.7 to 4.10 below for further information.

<u>Making a Claim</u>

- 4.3 Following Qualifying Purchases having been made, participants are required to correctly complete and submit their online Claim Submission Form in respect of the Qualifying Purchases (the "**Claim**"). Information with the link to the online form can be found at www.corteva.co.uk/inatreqadvice.
- 4.4 The deadline for completing your Claim is [23:59] on [**31st August 2023**]. No costs are associated with making a Claim.
- 4.5 Corteva will not accept Claims that are:
 - 4.5.1 automatically generated by computer;
 - 4.5.2 completed by third parties or in bulk;
 - 4.5.3 incomplete or illegible; or

- 4.5.4 not received by the deadline.
- 4.6 Corteva will not accept:
 - 4.6.1 responsibility for Claims that are lost, mislaid, damaged or delayed in transit, regardless of cause, including, for example, as a result of any equipment failure, technical malfunction, systems, satellite, network, server, computer hardware or software failure of any kind; or
 - 4.6.2 proof of transmission as proof of receipt of a Claim.

Submission of invoices

- 4.7 Submission of invoices must be made at the point of completing the online Claim Submission Form (see section 4.3). The form will prompt participants to complete their claim by attaching the invoices they received when making the Qualifying Purchases (to which their Claim relates) for validation purposes.
- 4.8 For contractors, as an alternative to an invoice for an Inatreq active fungicide product, the relevant contracting VAT invoice for the application of a qualifying Inatreq active fungicide containing product, will be acceptable.
- 4.9 Price information and any other items on the invoices that are not relevant to the Offer may be redacted. Participants are required to ensure that all information showing on a scanned invoice is clearly legible.
- 4.10 Within 10 days of your invoices having been submitted (in accordance with all instructions set out in the online Claim Submission Form), participants will receive an email from Corteva (<u>contactus@corteva.com</u>). If a participant fails to receive a confirmation email within 10 days of submitting their invoices, they should contact the Corteva Claim Line on +44 (0) 1462 426617 or email <u>contactus@corteva.com</u>.

5. VALIDATION CHECKS

- 5.1 Corteva will complete a validation exercise for the first 5,000 participants to have made a Claim. The purpose of each validation exercise is to ensure that:
 - 5.1.1 the invoices provided corresponds with the Claim details provided by the participant;
 - 5.1.2 the purchases (to which a Claim relates) meets the definition of Qualifying Purchases as provided for under section 4.1 above; and
 - 5.1.3 no potential fraud, improper activity or other breach of these terms and conditions has taken place,

(the "Validation Checks").

5.2 [No validation exercise will be carried out in relation to any participants who make a Claim but failed to be within the first 5,000 participants to do so. These participants will not be eligible to receive a Reward in any circumstances.]

6. HOW WE WILL CONTACT SUCCESSFUL PARTICIPANTS

- 6.1 In circumstances where Corteva, in its absolute discretion, is satisfied that a participant's Claim satisfies the Validation Checks in accordance with section 5.1 above, the participant will be asked to provide their bank details by way of a secure link. Once these bank details have been provided, Corteva will then arrange for payment of the Reward to be transferred to the participant's stated bank account. Please note that it may take some time for funds to clear.
- 6.2 The decision of Corteva is final and no correspondence or discussion will be entered into.

- 6.3 The Reward is not negotiable or transferable.
- 6.4 Corteva will endeavour to arrange for all Rewards to be processed and received by successful participants on or before the 30th November 2023.
- 6.5 Corteva must either publish or make available information that indicates that a valid Reward took place. To comply with this obligation Corteva will send, where possible redacted details of successful participants to anyone who emails contactus@corteva.com by no later than 30th December 2023 (or one month after the Offer has concluded, whichever is later).
- 6.6 If a participant objects to any or all of their details being published or made available, they must contact Corteva by emailing contactus@corteva.com. In such circumstances, Corteva must still provide the information to the Advertising Standards Authority on request.
- 6.7 [For the avoidance of doubt, in the event that the first 5,000 participants validated under section 5.1 above fail to satisfy the Validation Checks, Corteva will be under no obligation to contact and/or issue a Reward to any other participant who failed to be one of the first 5,000 participants to make a Claim. This means that in certain circumstances, less than 5,000 Rewards will be made.]

7. **DISCLAIMERS**

- 7.1 To the fullest extent permitted by law, Corteva shall not be liable for any loss, damage or injury of any nature howsoever caused or sustained by any participant under this Offer. However, nothing in these terms and conditions shall have the effect of excluding or restricting Corteva's liability for personal injury or death caused by the proven negligence of Corteva's employees, distributors or agents, or for any other liability which Corteva is not entitled to exclude or restrict under applicable law.
- 7.2 Corteva reserves the right to void, amend, and/or change this Offer at any time without incurring any liability whatsoever where it becomes necessary to do so.
- 7.3 Corteva reserves the right to audit any information provided by a participant to ensure compliance with these terms and conditions and to request additional information and supporting documents. Corteva reserves the right to exclude participants if it suspects that the Offer is being abused in any way. [Corteva's decisions in relation to the Offer are final and no correspondence will be entered into.]

8. **PRIVACY**

- 8.1 Corteva Agriscience UK Ltd is registered in United Kingdom under a registration number 10415546, having a place of business at CPC2 Capital Park, Fulbourn, CB21 5XE Cambridge, United Kingdom. We are the Data Controllers for the purposes of applicable personal data protection laws and regulations in respect of any personal data supplied by participants in relation to the Offer. Personal data will be processed for the purpose of administering the Offer.
- 8.2 If participants do not wish for their contact information to be used for marketing purposes or to enable Corteva to contact them in future regarding similar promotions or offers, they should NOT check the relevant "opt-in" box when registering their Qualifying Purchase. Your personal information (name, email, phone number, bank details) will be stored in chosen customer systems primarily hosted in the United States. This information may be shared within Corteva Agriscience, its affiliates, partners, and selected third parties service providers in other countries for the same purpose.
- 8.3 We will retain your Personal Information for the period necessary to fulfil the purposes outlined in these terms and conditions unless a longer retention period is required or allowed by law.
- 8.4 Your rights: In order to access, amend, delete or oppose to the processing of your information and to obtain additional information, please refer to

www.corteva.co.uk/privacy.html for the Privacy Statement on the website. You have the right to lodge a complaint with the national data protection supervisory authority.

9. OTHER IMPORTANT TERMS

- 9.1 If Corteva becomes aware of any breach of these terms and conditions (including any fraudulent behaviour), it shall be free to (i) seek the reimbursement of the Reward if already paid to a participant and/or (ii) take any legal action against any participants involved.
- 9.2 Only one Reward will be issued per participant. This Offer is not available in conjunction with any other offer.
- 9.3 If the participant is VAT registered and receives a Reward, it may reduce the taxable value of its purchase and so the participant may need to reduce their input tax accordingly. Any tax consequences for the participant related to the Offer will be participant's sole responsibility.
- 9.4 These terms and conditions are governed by the law of England and Wales. If any entrants to this promotion wish to take court proceedings, then they must do this within the courts of England and Wales.