

PROMOTION CAMPAIGN "Cereal Fungicides" TERMS AND CONDITIONS
("Promotion campaign")
(01.01.2022)

1. GENERAL INFORMATION

1. The organizer of the campaign is Bayer Sp. z o.o., registered office: Al. Jerozolimskie 158, 02-326 Warszawa, entered in the Register of Enterprises, maintained by the 12th Business Division of the State Court Register of the Warsaw District Court in Warsaw, with KRS [National Court Register] No.: 0000035338, with a share capital of PLN 151 340 000.00, REGON [Official State Business Register No]: 010374922, NIP [VAT No]: 526-00-19-068 ("Bayer" or "Organizer").
2. The promotion campaign will take place in Latvia.
3. The products of the campaign are the following Bayer products: Ascra Xpro[®], Falcon[®] Forte, Input[®], Input[®] Triple, Prosaro[®], Variano Xpro[®], Siltra Xpro[®] (collectively, the "Products"). The list of Products may change during the campaign.
4. 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.
5. Duration of the promotion campaign: from 1st January 2022 to 15th October 2022.
6. The deadline for submission of claims is November 15th, 2022. Applications must be sent in writing to SIA Visas Loterijas (Dzirnavu Street 37 - 63, Riga, Latvia, LV-1010 or bayer@loterijas.lv) by 15th of November 2022 with the indication "Promotion campaign: Cereal Fungicides". Claims submitted after this date have no legal effect.
7. The promotion campaign is aimed at farmers and companies engaged in agricultural activities and not engaged in the resale of products (hereinafter referred to as "participants"). Only entrepreneurs (business owners if they are acting as economic operators) can take part in the promotion campaign. The campaign is not directed to consumers.
8. The following may not participate in the campaign:
 - Individual or Legal persons purchasing products for distribution, as well as agricultural cooperatives, but individual members of cooperatives directly using BAYER plant protection products may participate in the campaign.
 - Entrepreneurs who are employees and members of the Organizer or the Agency's institutions.
9. These Terms and Conditions will be available for inspection throughout the Program at the Organizer's office, on the website www.agro.bayer.com.pl and on the website www.crop-science.bayer.lv

10. Products participating in the Campaign may also be available for sale before or after the periods specified in paragraph 5, but their purchase does not entitle them to participate in the Campaign.
11. The organizer reserves the right to outsource part of the activities to be performed to SIA Visas Loterijas Dzirnavu Street 37 - 63, Riga, Latvia, LV-1010 or bayer@loterijas.lv. 67686540, bayer@loterijas.lv (hereinafter - the "Agency").

2. PROMOTION CAMPGAIN RULES

1. Registration for the campaign is available on the websites www.agro.bayer.com.pl and on the website www.cropscience.bayer.lv or by sending an application by e-mail to: bayer@loterijas.lv.
2. Registration for the campaign will take place from 1st of April 2022 to 15th of October 2022.
3. If the Campaign Form has been completed by a person who is not authorized to represent the Participant, the person's participation in the Campaign is confirmed by the participant's authorized representative.
4. The individual person who declares his/her participation in the Promotion Campaign in accordance with the provisions of these Regulations shall notify the participation of a particular entrepreneur in the Campaign, and not his/her participation.
5. Upon receipt of the Campaign Form, the Agency will confirm the Participant's participation in the Campaign on behalf of Bayer. If confirmation is not received, the Participant must contact the Agency by phone 67686540 on working days from 9.00 to 17.00 or by e-mail: bayer@loterijas.lv.
6. 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. An Incomplete or Incomplete Campaign Form will prevent from participating in the Promotion.
8. Each Participant may submit more than one Campaign Form.
9. The Participant participating in the program undertakes to update his/her data by updating the Campaign form according to the actual situation during the participation.
10. The Organizer has the right to check the accuracy of the data provided in the Participant's Campaign form or to update them, and to request additional data and documents from the

Participant for this purpose. If the Participant provides false data, the Organizer is entitled to terminate the Participant's participation in the Promotion Campaign.

3. PRIZES

1. Any Participant, as defined in point 3.3., who has purchased the Products from authorized sellers, as defined in point 3.2., is eligible for the prize.
2. The products must be purchased from any seller located in Latvia who is entitled to sell and distribute Bayer plant protection products.
3. If Participant purchases level exceeds:
 - a. 150 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 100 EUR.
 - b. 300 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 200 EUR.
 - c. 450 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 300 EUR.
 - d. 600 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 410 EUR.
 - e. 750 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 530 EUR.
 - f. 900 L of Bayer fungicide, as defined in point 1.3., he/she has the rights to receive a prize in value of 660 EUR.
4. The options to receive the prize are in either the form of a coupon for "Akropole" shopping centre, located in Riga, Latvia or travel agency chosen by Bayer, which will be announced by the Organizer not later than by 30th of October. The prize cannot be received partly in form of coupon from Akropole shopping centre and partly as coupon from travel agency.
5. In addition, if a Participant is an individual person, income tax shall be paid on behalf of such Participant. The total amount of the prize and the amount of the relevant income tax form the total value of the prize. The Agency will declare and pay income tax directly to the tax authorities.
6. In case the Participants are entitled to receive a prize for higher level purchases, the Organizer, with the consent of the Bayer representative, allows the Participant to receive additional prize for purchases above in point 3.3. mentioned max level (point 3.3. f level), starting the counting of incentive level again from point 3.3. first a level.

7. The organizers of the Campaign do not have to exchange the prize received by the Campaign participant during the Campaign for another prize at the request of the Campaign participant, and do not have to compensate the prize value of the prize in cash.
8. The participant shall confirm the purchases by submitting to the Agency a confirmation of the quantity of products purchased, as specified in paragraphs 3.9 to 3.12 below.
9. The Participant is obliged to send invoices to the Agency confirming the purchase of the Products. They must be sent in scanned form to the Agency's e-mail address or attached to the registration form. The Campaign Participant, not the seller from whom the Campaign Products were obtained, is solely responsible for completing and submitting the relevant documents. The date of issue of the purchase document must be within the Campaign term specified in point 1.5. The deadline for submitting scans/photos of the purchase documents is 30.10.2022. The documents to be sent must contain all the data required by national tax law.
10. Purchase documents submitted after the specified term are not included in the total purchase amount. Participants certify that their registered purchases are valid, correct and have the original documents proving the purchase (purchase receipt or purchase invoice). Participants are strictly forbidden to influence the results unfairly.
11. If the Participant has not submitted information or documents confirming the right to the prize, or the Organizer has doubts about the due of prize, the awarding date of prize referred to in paragraph 1 shall be postponed accordingly. If there is any doubt as to whether the Participant meets all the conditions set out in these Regulations, the Organizer is entitled to suspend the award of the prize until the Participant proves that the relevant conditions are met.
12. The Participant gives its irrevocable consent to the compliance check of the quantities of products purchased under the Campaign. A Bayer representative has the right to check the quantities purchased from sellers to ask the Participant for documents confirming the purchase. The Organizer shall have the right, together with the seller who sold the Products to the Participant, to verify the fact that the Products have been purchased in certain quantities, including the fact that appropriate invoices have been issued and no adjustments have been made to reduce the value of purchases. receive a prize.
13. The prize(s) will be sent (dispatched) to the Participant by the Agency within 3 months after the evaluation of applications - January 31st, 2023. Delivery of prizes will be confirmed by a Parcel confirmation.
14. The Organizer reserves the right to change the type of prize to prizes of similar quality, functionality, and value during the Promotion Campaign.
15. The format of the prize (card, cardboard, etc.) and the rules of using the Prize will be determined each time by the entity that issues it. The Regulations for the use of the vouchers (coupons), valid on the date of publication of these Regulations, are available at entities home page
16. The prize will be valid for the period specified by the issuer of the voucher (coupon). The participant will be required to independently confirm the period of its validity with its issuer.

17. For organizational reasons, by 30th of October the Participant will confirm to the Organizer the type of the Prize, whether he chooses a coupon for shopping at the Akropole shopping center or a coupon of a travel agency. The choice of the type of Voucher by the Participant after effective notification to the Organizer cannot be changed.

4. RULES FOR SUBMITTING CLAIMS AND COMPLAINTS

1. Claims arising out of these Terms and Conditions relating to the distribution of the Products shall be submitted to the Distributor through whom the Participant has purchased the Products. Bayer shall not be liable in any way for any act or omission of the seller in this regard.
2. Other claims arising from 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@loterijas.lv (with the note "Complaint in connection with the Promotion campaign "Cereal Fungicides"") no later than 15.11.2022.
3. The date of submission of the complaint is the date when the complaint is received at the address of the Organizer specified in Clause 4.2 of these Regulations. or when an e-mail message is displayed in the mailbox of the Organizer's representative.
4. 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 by sending a registered letter with an acknowledgment of receipt or by electronic response to the address indicated in point 4.2.
5. The Parties undertake to endeavour to resolve all possible disputes related to this Promotion Campaign through negotiations. If the dispute is not settled amicably, the dispute shall be settled by a court having jurisdiction according to the Organizer's registered office.

5. RESPONSIBILITY OF THE ORGANIZER

1. The Organizer's liability to the Participants is limited to the value of the prizes to which the Participant is entitled. For the avoidance of doubt, the Organizer is not responsible for defects in the prize items.
2. The Organizer is not responsible for the fact that the Participants provide false data or third-party data. If false data or third-party data is provided, the Participant loses the right to the prize.
3. The Organizer is not responsible for the Internet functionality used by the Participants to send the Campaign form and used by the Organizer to communicate with the Participant.

4. The Organizer is not responsible for the Campaign Forms lost on the Internet, the content sent in the Campaign Forms, individual computer settings and the method of their configuration, as well as for the settings or disruptions of the Internet service providers.
5. The Organizer shall not be liable for any loss or damage resulting from the Campaign (other than as required by law).
6. The Organizer's responsibility is limited to providing the Participant with a prize. The participant or the persons indicated by him / her make a trip reservation, respectively, in advance, on the date chosen by them. The Prize is used by the Participant in a manner agreed with its issuer and in the scope of services offered by the issuer. In particular, the Organizer shall not be liable for: a) failure by the Participant to collect the Prize correctly sent by the Organizer, b) inability to use the Prize within the time chosen c) cancellation of the trip and inability to implement the Prize at another time.
7. A Campaign participant is entitled to withdraw from the Campaign by submitting a written application to SIA Visas Loterijas, Dzirnavu 37/63, Rīga, LV 1010 or bayer@loterijas.lv

6. RESPONSIBILITY FOR PRIZE DELIVERY

1. The Organizer is not responsible for the delivery, correctness and timeliness of mail, couriers, Internet service providers - letters, telegrams and other parcels sent on behalf of the Organizer or sent by the Organizer or sent to the Organizer in connection with this Campaign.
2. The Organizer is not responsible for violations related to the delay or non-delivery of the prize, which has occurred due to incorrect indication of the address and other data necessary for the Participant to receive the prize.
3. Each entrant will be notified individually of the receipt of the prize by the telephone number or email provided.
4. The Campaign Organizer does not cover the expenses incurred by the Campaign participant in connection with the participation in the Campaign, such as telephone, postal and Internet connection expenses.

7. FINAL TERMS

1. Participation in the promotion campaign is entirely voluntary. Participants have the right to withdraw from further promotion at any time, including if they do not agree to the changes to the promotion.
2. For important reasons, the Organizer may unilaterally terminate a Participant's participation in the Program at any time without any compensation due to it. The main reasons mentioned above are:
 - a. The Participant violates the provisions of these Regulations;

- b. if the Participant's action is against the good name or interests of the Organizer;
 - c. if the Participant no longer meets the conditions for participation in the Promotion Campaign, in particular: has ceased trading or changed the profile of its business; or
 - d. identifying other irregularities that may be considered inappropriate during the life of the Program, in particular: there are reasonable grounds for suspecting that purchases are being made ostensibly for the sole purpose of obtaining a prize, i.e., in an unfair or inappropriate manner to the terms of the Regulations or in any other way that casts doubt on the existence of a basis for awarding the prize.
3. Termination must be made in writing, stating the reason for termination of participation in the Program.
4. These Terms and Conditions govern only the rights and obligations of Bayer and the Participants in the Promotion Campaign to the extent specified therein. The Organizer interprets these Regulations. If there is any doubt about their content, the Participant may send any questions to the following address: Al. Jerozolimskie 158, 02-326 Warszawa, Poland, in writing or by e-mail to bayer@loterijas.lv.
5. Bayer reserves the right to change these Terms and Conditions and to terminate or suspend the Promotion without giving any reason. Bayer shall notify the Participant participating in the Campaign two weeks in advance of its premature termination, suspension or change of the usual means of communication with the Participant in question (in particular by informing www.agro.bayer.com.pl and on the website www.cropscience.bayer.lv, applications submitted after the end of the campaign will not be accepted). Amendments to the Regulations may not violate the rights established by the Participants.
6. If a particular provision of the Regulations is considered invalid or ineffective, the invalidity or ineffectiveness of this provision shall not affect the validity or effectiveness of the other provisions of the Regulations. The organizer will make every effort to replace the invalid or ineffective condition with a new legal condition.
7. Advertising and promotion materials are informative, only the provisions of the Regulations are binding.
8. The campaigns terms and conditions must be accepted without reservation.
9. The campaign is regulated by the effective legal acts of the Republic of Latvia.