"THE ALLTECH CANADA PLANET OF PLENTY AWARDS 2021-22" CONTEST ("CONTEST") OFFICIAL CONTEST RULES

THIS CONTEST IS GOVERNED BY CANADIAN LAW.

1. ELIGIBILITY:

This Contest is open to all individuals in Canada who have reached the age of majority in their province or territory of residence at the time of entry AND are farmers, ranchers, or producers in the agri-food sector, except employees, representatives or agents (and those with whom such persons are domiciled, whether related or not) of Alltech Canada Inc. (the "**Sponsor**"), and its respective parent companies, subsidiaries, associated and affiliated entities, prize suppliers, contest judges, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration or fulfillment of the Contest (collectively, the "**Contest Parties**").

2. CONTEST PERIOD:

This Contest starts at 12:00 p.m. EST on September 27, 2021 and closes at 11:59 p.m. EST on March 1, 2022 (the "**Contest Period**"). The winner will be contacted by 11:59 p.m. EST on March 31, 2022.

3. HOW TO ENTER:

NO PURCHASE NECESSARY. To enter, fully complete the online <u>Official Contest Entry Form (the "Entry Form")</u> with all required information. To be eligible to win, your Entry must be submitted and received in accordance with these Rules during the Contest Period. By entering the Contest, you signify that you have read and agree to be legally bound by these Official Rules and Regulations (the "**Rules**"). All eligible Entries submitted and received in accordance with these Rules will be entered and reviewed by the panel of judges from the Contest Parties. Contest entries received by mail will not be accepted.

If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to use any means not in keeping with the Sponsor's interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Contest; then he/she may be disqualified from the Contest in the sole and absolute discretion of the Sponsor. Your Entry may be rejected if (in the sole and absolute discretion of the Sponsor) the Entry Form is not fully completed with all required information and submitted and received in accordance with these Rules during the Contest Period. The Contest Parties and each of their respective officers, directors, employees, agents, representatives, successors and assigns (collectively, the "**Released Parties**") are not responsible for (and have no liability in relation to) late, lost, misdirected, delayed, incomplete or incompatible Entries (all of which are void). Facsimiles and/or photocopies of Entry Forms will not be accepted.

All Entries are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility, (in a form acceptable to the Sponsor – including, without limitation, government issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Contest; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Entry and/or other information entered (or purportedly entered) for the purposes of this Contest; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Contest in accordance with the Sponsor's interpretation of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor. The sole determinant of the time for the purposes of this Contest will be the official time-keeping device(s) used by the Sponsor.

By entering this Contest, you acknowledge that you agree to allow Alltech to utilize your contact information to send you promotional materials and advertisements about Alltech and Alltech-related products. You understand that you may cancel receiving further contact from Alltech at any time.

4. THE PRIZE AND ITS APPROXIMATE RETAIL VALUE:

There will be one (1) Prize available to be won, consisting of a trip for two (2) to the Alltech ONE Ideas Conference in Lexington, Kentucky valued at \$6500 CAD and one (1) Alltech E-CO₂ Farm Audit valued at \$1000 CAD.

The Alltech Ideas Conference trip for two (Travel Prize) details are:

- Travel dates: May 22-25, 2022.
- Flights: Round-trip flights to Lexington, Kentucky for two people. Maximum round-trip flight value of \$1200 per person.
- Accommodations: 3 night hotel accommodation.
- Alltech ONE Ideas Conference registration for two.
- Meals while travelling are included.

Travel insurance is not included. The winner and guest (Travel Party) are encouraged to purchase their own travel and medical insurance. All members of the Travel Party are responsible for all personal travel documents such as passports or visas that may be required.

All expenses not expressly specified as being included in the Travel Prize are the responsibility of the winner. This includes, but is not limited to, personal travel insurance costs, tips and gratuities, extra amenities, hotel charges other than accommodation (e.g. telephone, fax or cable charges, mini-bar, room service, laundry or other hotel services) or expenses or any other costs not specifically listed as being included in the prize package.

The Prize must be accepted as awarded and is not transferable or assignable. No substitutions except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute the Prize or a component thereof with a prize of equal or greater retail value, including, without limitation, but at Sponsor's sole and absolute discretion, a cash award. Drop off and/or delivery of the Prize will be included at the Sponsor's cost.

5. WINNER SELECTION PROCESS:

Between the dates of March 2 and March 30, 2022, the Contest Parties will select the winner from among all eligible Entries submitted and received in accordance with these Rules during the Contest Period. Judging will be <u>based on this rubric of criteria</u>. The decision of the judges is final and binding without right of appeal. The odds of winning depend on the number of eligible Entries submitted and received in accordance with these Rules during the Contest Period. The winner will be contacted in accordance with the information contained on their entry form by March 31, 2022.

By accepting a Prize, the winner: (i) confirms compliance with these Rules; (ii) acknowledges acceptance of the Prize (as awarded); (iii) releases the Released Parties from any and all liability in connection with this Contest, his/her participation therein and/or the awarding and use/misuse of the Prize or any portion thereof; and (iv) agrees to the publication, reproduction and/or other use of his/her name, address, voice, statements about the Contest and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the eligible winner cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; and/or is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); then he/she will be disqualified (and will forfeit all rights to the Prize) and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules, (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

If the selected entrant: (i) cannot be contacted by phone or email within five (5) business days of being contacted; (ii) there is a return of any notification as undeliverable; (iii) cannot accept (or is unwilling to accept) the Prize (as awarded) for any reason; (iv) is determined to be in violation of these Rules (all as determined by the Sponsor in its sole and absolute discretion); and/or (v) does not agree to the terms and conditions exactly as set forth in these Rules; then he/she will forfeit their opportunity to be the winner and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate eligible entrant from among the remaining eligible Entries submitted and received in accordance with these Rules, (in which case the foregoing provisions of this section shall apply to such newly selected eligible winner).

6. GENERAL CONDITIONS:

All Entries become the property of the Sponsor. This Contest is subject to all applicable federal, provincial and municipal laws. The decisions of the Sponsor with respect to all aspects of this Contest are final and binding on all entrants without right of appeal, including, without limitation, any decisions regarding the eligibility/disqualification of Entries and/or entrants. ANYONE DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THESE RULES FOR ANY REASON IS

SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR. The Released Parties will not be liable for the failure of any Entry or other information to be received, captured or recorded for any reason whatsoever.

The Contest, these Rules, and all related matters shall be governed solely by the laws of the Province of Ontario, Canada and the federal laws of Canada applicable therein, without regard to the conflicts of law provisions of any jurisdiction. You hereby irrevocably submit to the exclusive jurisdiction of the courts of the Province of Ontario in relation to all disputes arising from or related to Contest, these Rules, and any related matters.

Any litigation respecting the conduct or organization of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux (RACJ) for a ruling. Any litigation respecting the awarding of a prize may be submitted to the Régie only for the purpose of helping the parties reach a settlement.

The Sponsor reserves the right to withdraw, amend or suspend this Contest (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Contest as contemplated by these Rules, including, without limitation, any error, tampering, unauthorized intervention, fraud or technical failure. Any attempt to undermine the legitimate operation of this Contest in any way (as determined by the Sponsor in its sole and absolute discretion) is a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right to cancel, amend or suspend this Contest, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Contest, each entrant expressly consents to the Sponsor, its agents and/or representatives, using the personal information submitted with his/her Entry for the purpose of administering the Contest in accordance with Sponsor's privacy policy (available at: <u>http://www.alltech.com/privacy-policy</u>). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right to adjust any of the dates, timeframes and/or other Contest mechanics stipulated in these Rules, to the extent necessary, for purposes of verifying compliance by any entrant or Entry with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Contest as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Contest-related materials, including, but not limited to: the Entry Form, Website, and/or point of sale, television, print or online advertising; the terms and conditions of these Rules shall prevail, govern and control to the fullest extent permitted by law.