

## Agrium Canada Partnership | PCS Sales (USA), Inc. Retailer Toolbox Sweepstakes

### OFFICIAL RULES

NO PURCHASE IS NECESSARY. THE PURCHASE OF ANY GOOD OR SERVICE WILL NOT INCREASE YOUR CHANCES OF WINNING. THE NPFT RETAILER TOOLBOX SWEEPSTAKES (“SWEEPSTAKES”) IS OPEN ONLY TO LEGAL RESIDENTS OF THE UNITED STATES (EXCLUDING AK, HI, NY, FL, AND RI) AND THE DISTRICT OF COLUMBIA AND CANADA (EXCLUDING QUEBEC) WHO HAVE REACHED THE LEGAL AGE OF MAJORITY IN THE PARTICIPANT’S JURISDICTION OF RESIDENCE AT THE TIME OF ENTRY.

VOID IN QUEBEC AND WHERE PROHIBITED BY LAW. ALL FEDERAL, PROVINCIAL, STATE AND LOCAL LAWS AND REGULATIONS APPLY.

THESE OFFICIAL RULES (“RULES”) ARE A LEGALLY BINDING AGREEMENT BY AND BETWEEN YOU AND SPONSOR (AS DEFINED BELOW) AND GOVERN YOUR ENTRY IN THE SWEEPSTAKES.

- 1. SPONSOR.** This Sweepstakes is sponsored in Canada by Agrium Canada Partnership - Saskatoon Corporate Office, C/O: NPFT Toolbox Rewards Program, Suite 1700, 211 19<sup>th</sup> Street East, Saskatoon, SK, S7K 5R6 AND is sponsored in the United States by PCS Sales (USA), Inc., Loveland Campus – Rangeview 5, C/O: NPFT Toolbox Rewards Program, 5296 Harvest Lake Drive, Loveland, CO 80538 (collectively, “Sponsor”).
- 2. SWEEPSTAKES ENTRY PERIOD.** The Sweepstakes begins at 12:00 AM Mountain Time (“MT”) on September 7, 2023 and ends at 11:59 PM (MT) on August 31, 2024 (the “Sweepstakes Period”). All entries must be received during the Sweepstakes Period. Sponsor’s clock is the official time-keeping device for entry into the Sweepstakes. No entries into the Sweepstakes will be accepted before or after the Sweepstakes Period.

The Sweepstakes Period consists of the following entry periods: (i) a welcome period (the “Welcome Period”); and, (ii) twelve (12) monthly periods (each, a “Monthly Period”), (iii) (1) Big One period as set forth in the chart below:

| Entry Period      | Start Date<br>(12:00 AM MT) | End Date<br>(11:59 PM MT) | Draw Date<br>(12:00 PM MT) |
|-------------------|-----------------------------|---------------------------|----------------------------|
| Welcome Period    | September 7, 2023           | October 31, 2023          | November 15, 2023          |
| Monthly Period 1  | September 7, 2023           | September 30, 2023        | October 15, 2023           |
| Monthly Period 2  | October 1, 2023             | October 31, 2023          | November 15, 2023          |
| Monthly Period 3  | November 1, 2023            | November 30, 2023         | December 15, 2023          |
| Monthly Period 4  | December 1, 2023            | December 31, 2023         | January 15, 2024           |
| Monthly Period 5  | January 1, 2024             | January 31, 2024          | February 15, 2024          |
| Monthly Period 6  | February 1, 2024            | February 2, 2024          | March 15, 2024             |
| Monthly Period 7  | March 1, 2024               | March 31, 2024            | April 15, 2024             |
| Monthly Period 8  | April 1, 2024               | April 30, 2024            | May 15, 2024               |
| Monthly Period 9  | May 1, 2024                 | May 31, 2024              | June 15, 2024              |
| Monthly Period 10 | June 1, 2024                | June 30, 2024             | July 15, 2024              |
| Monthly Period 11 | July 1, 2024                | July 31, 2024             | August 15, 2024            |
| Monthly Period 12 | August 1, 2024              | August 31, 2024           | September 15, 2024         |

|                    |                   |                 |                    |
|--------------------|-------------------|-----------------|--------------------|
| The Big One Period | September 7, 2023 | August 31, 2024 | September 15, 2024 |
|--------------------|-------------------|-----------------|--------------------|

3. **ELIGIBILITY.** This Sweepstakes is open to Eligible Individuals only (defined below) who either already have a RETAILER TOOLBOX account (an “Account”) with Sponsor at [fertilizertoolbox.com](https://fertilizertoolbox.com) (the “Website”) or who set up an Account before or during the Sweepstakes Period. For certainty, setting up an Account is free of charge.

An “Eligible Individual” for the purposes of these Rules, means an individual who: (i) is an employee, owner, operator or designated representative of an Eligible Entity (defined below); (ii) has reached the legal age of majority in such person’s jurisdiction of residence at the time of entry; (iii) is a legal resident of the United States (except Alaska, Hawaii, New York, Florida, and Rhode Island) or Canada (except Quebec); and, (iv) is physically domiciled in the United States or Canada at the time of entry.

An “Eligible Entity” for the purposes of these Rules, means an entity (e.g. a corporation, limited liability company, partnership, sole proprietorship, or other legal entity) that: (i) is a retailer of Sponsor products.; and, (ii) has a primary business address and is incorporated in the United States (except Alaska, Hawaii, New York, Florida, and Rhode Island) or Canada (except Quebec).

For clarification, an Eligible Individual who submits an Entry on behalf of an Eligible Entity is the entrant (the Eligible Entity is not the entrant). Whether an entity qualifies as an Eligible Entity, and whether an individual qualifies as an Eligible Individual, for purposes of this Sweepstakes will be determined at Sponsor’s sole discretion.

Employees, representatives and agents (and the immediate families of such persons, and those with whom such persons and immediate family members are domiciled) of Sponsor, its parents, affiliates (except Nutrien Ag Solutions US and Nutrien Ag Solutions Canada), subsidiaries, management companies, advertising agencies, prize suppliers, public relations companies and marketing companies (collectively, the “Contest Parties”), are not eligible to enter or win the Sweepstakes. “Immediate families” means parents, stepparents, grandparents, step-grandparents, spouses, domestic partners, siblings, step-siblings, grandchildren, step-grandchildren, children or step-children.

4. **HOW TO ENTER.** No purchase necessary. Eligible Individuals can earn entries through the following (6) options:

OPTION 1: **Welcome Reward.** Eligible Individuals who log-in to their Account and follow all applicable on-screen instructions on the Website to complete the introductory training during the Welcome Period will receive one (1) “Welcome Entry”.

OPTION 2: **Spot Reward.** Eligible Individuals who log-in to their Account and follow all applicable on-screen instructions on the Website during the Sweepstakes Period to: (i) complete one (1) training from any of the Website’s suggested trainings (for certainty, the Eligible Individual may complete any suggested training published during the Sweepstakes Period); and, (ii) complete and pass such training’s related quiz, will receive one (1) “Spot Reward Entry” for the applicable Monthly Period in which the quiz was completed.

**OPTION 3: Monthly Reward.** Eligible Individuals who log-in to their Account and follow all applicable on-screen instructions on the Website during a Monthly Period to: (i) complete one (1) monthly training, from that Monthly Period's suggested trainings (for certainty, the Eligible Individual must complete a training only from the suggested trainings for the applicable Monthly Period); and, (ii) complete and pass such training's related quiz, will receive one (1) "Monthly Reward Entry" for the corresponding Monthly Period.

**OPTION 5: The Big One Reward.** Eligible Individuals who log-in to their Account and follow all applicable on-screen instructions on the Website during the Sweepstakes Period to: (i) complete one (1) monthly training per Monthly Period (twelve (12) monthly trainings in total) from the applicable Monthly Period's suggested trainings (for certainty, the Eligible Individual must complete one (1) training per Monthly Period, each from the suggested trainings for the applicable Monthly Period); and (ii) complete and pass each such training's related quiz, will receive one (1) "Big One Reward Entry".

**OPTION 6: Mail in Entry.** Alternatively, to receive a Welcome Entry, Spot Reward Entry, Monthly Reward Entry or Big One Reward Entry without completing the foregoing requirements, Eligible Individuals can submit an eligible mail-in request during the Sweepstakes Period. To submit an eligible mail-in request, an Eligible Individual must print their full name, mailing address, email address, phone number, age, type of entry that they are submitting the request for (i.e., a Welcome Entry, Spot Reward Entry, Monthly Reward Entry or Big One Reward Entry), and the following acknowledgment: "I acknowledge that I have read and agree to comply with the Rules of the Nutrien RETAILER TOOLBOX Sweepstakes", on a plain white piece of paper or post card and mail it (with sufficient Canadian or United States postage, as applicable) to the applicable mailing address below (collectively, a "Request"). Upon receipt of an eligible Request in accordance with these Rules (as determined by the Sponsor in its sole and absolute discretion), the Eligible Individual will receive one (1) Welcome Entry, Spot Reward Entry, Monthly Reward Entry or Big One Reward Entry (as applicable, depending on the type of entry indicated in the Request). To be eligible: (i) a Request for a Welcome Entry must be post-marked during the Welcome Period and received no later than five (5) business days after the end of the Welcome Period; and (ii) a Request for any other type of entry must be post-marked during the Sweepstakes Period and received no later than five (5) business days after the end of the Sweepstakes Period (and, for certainty, a Request for a Spot Reward Entry or Monthly Reward Entry will be automatically allocated by the Sponsor to the applicable Monthly Period in which the Request was post-marked). The Sponsor takes no responsibility for any lost, stolen, delayed, illegible, damaged, misdirected, late or destroyed Requests. Limit of one (1) applicable entry per Request. Requests must be received separately in an envelope bearing sufficient postage (i.e. multiple Requests in the same envelope will be void).

CANADA PARTICIPANTS: Agrium Canada Partnership, Saskatoon Corporate Office, C/O: NPFT  
Toolbox Rewards Program, Suite 1700, 211 19<sup>th</sup> Street East, Saskatoon, SK S7K 5R6

UNITED STATES PARTICIPANTS: PCS Sales (USA), Inc., Loveland Campus – Rangeview 5, C/O:  
NPFT Toolbox Rewards Program, 5296 Harvest Lake Drive, Loveland, CO 80538

## 5. ENTRY LIMITS AND CONDITIONS.

There is a limit of one (1) Welcome Entry, one (1) Spot Reward Entry, one (1) Monthly Reward Entry and one (1) Big One Reward Entry (regardless of the method of entry) (each, an "Entry") per Eligible

Individual per applicable entry period. ADDITIONAL ENTRIES SUBMITTED ON BEHALF OF THE SAME ELIGIBLE INDIVIDUAL WILL NOT BE VALID IN THE SWEEPSTAKES.

To be eligible, all content and materials associated with an Entry (regardless of the method of entry) must be submitted and received in accordance with these Rules. No photocopied, faxed, mechanically reproduced, or mass Entries permitted. Entry constitutes Eligible Individual's agreement to these Rules. Only fully completed Entries in accordance with these Rules are eligible (determined at Sponsor's sole and absolute discretion). Illegible, late, altered, counterfeit, defective, damaged, copied, or reproduced Entries will not be accepted. Each Eligible Individual that submits an Entry is an "Entrant." Upon submission, all Entries (subject to your rights in your personal information, as discussed below) shall become the exclusive property of Sponsor and will not be acknowledged or returned. To the fullest extent permitted by applicable law, Sponsor acquires and retains all rights, title and interest therein, including the ownership and copyright of all Entries (to the extent the foregoing is not valid by applicable law, upon Sponsor's request, all Entrants agree to sign any and all document(s) as may be deemed necessary by Sponsor in its sole and absolute discretion to confirm, perfect, or give full effect, to such grant of rights). Sponsor reserves the right to, and at its sole discretion may, reject any Entry for failure to comply with these Rules. Sponsor is not responsible for a change in an Entrant's phone number, address, or email address. The Contest Parties and each of their respective employees, directors, officers, partners, members, shareholders, representatives, agents, successors, and assigns (collectively, the "**Sponsor Entities**") are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Accounts, trainings, quizzes, Requests, Entries and/or any other Sweepstakes-related information (collectively, "**Sweepstakes-Related Information**"), all of which are void.

## 6. **PRIVACY.**

FOR RESIDENTS OF THE UNITED STATES: Any personal information that an Entrant provides in connection with the Sweepstakes shall be used as stated in these Rules and by Sponsor to administer this Sweepstakes, contact Entrants, and for the other purposes set forth in the Sponsor's privacy policy located at <https://www.nutrien.com/nutrien-privacy-policy>.

FOR RESIDENTS OF CANADA: Each Entrant expressly consents to the Sponsor, its respective agents and/or representatives, storing, sharing and using the personal information submitted only for the purpose of administering the Sweepstakes and in accordance with the Sponsor's privacy policy located at <https://www.nutrien.com/nutrien-privacy-policy>. 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.

By entering this Sweepstakes, each Entrant agrees to and accepts Sponsor's applicable privacy policy. If you do not agree to be bound by Sponsor's applicable privacy policy, do not submit an Entry. If Entrant authorizes, by opting in, Sponsor may provide Entrant with information relating to products, services and promotions of Sponsor and affiliates of Sponsor (NOTE: opting in to receive such promotional communications from Sponsor will not in any way whatsoever increase or otherwise impact the chances of winning in this Sweepstakes; an Entrant can opt-out of receiving promotional communications from Sponsor at any time without impacting their chances of winning in this Sweepstakes). By participating in the Sweepstakes, Entrant agrees that Sponsor may share personal information of Entrant submitted with Sponsor for the purpose of verification and prize fulfillment, and with other Contest Parties for the purpose of prize fulfillment in the event Entrant is a Winner (as further discussed below).

7. **WARRANTIES AND CONSENTS.** By completing and submitting an Entry, Entrant: (a) represents and warrants that (i) Entrant has read, and agrees to be legally bound by, these Rules, (ii) based on the Rules, Entrant is eligible to participate in the Sweepstakes, and (iii) all of the information provided as part of Entrant’s Entry is accurate, does not violate any third party’s legal rights (including without limitation rights of privacy and publicity), and otherwise does not violate applicable law; (b) consents to the use of Entrant’s name, logo, image, voice, and/or any other likeness by Sponsor for promotional purposes (whether online, in print or through any other media now known or hereafter developed), without additional notice, compensation or authorization unless prohibited by law, in perpetuity anywhere throughout the world; and (c) agrees to be bound by the interpretation of these Rules by Sponsor, which are final in all matters relating to the Sweepstakes.
8. **PRIZE DETAILS AND WINNER SELECTION PROCESS.** At the start of the Sweepstakes Period, the following prizes (each, a “Prize” and collectively, the “Prizes”) are available to be awarded (the total number of Prizes available will decrease as Prizes are claimed in accordance with these Rules):

**Welcome Reward Prize –**

| <b>Prize Description</b>                                   | <b>Number Available</b> | <b>Approximate Retail Value (“ARV”)</b> | <b>Winner Selection</b>   | <b>Odds</b>   |
|--|-------------------------|---|---|---|
| A Nutrien Product branded director's Chair with Side Table | One (1)                 | \$100 USD / \$130 CAD                   | On the Welcome Period draw date set out in the table in Rule 2 above, one (1) Welcome Entry will be selected by random draw by the Sponsor (or its designated representative) from amongst all eligible Welcome Entries submitted and received in accordance with these Rules prior to the close of the Welcome Period. | The odds of winning depend on the number of eligible Welcome Entries received prior to the close of the Welcome Period. |

**Spot Reward Prizes –**

| <b>Prize Description</b>  | <b>Number Available</b>                                    | <b>ARV Each</b>  | <b>Winner Selection</b>   | <b>Odds</b>  |
|---|--|--|---|--|
| A Nutrien Product-branded merchandise item (item shall be determined at Sponsor’s sole and absolute discretion from one of the following categories: clothing, pens, pencils, journals, | Twelve (12) (one (1) spot reward prize per Monthly Period) | \$10-20 USD / \$13-26 CAD<br><br>(ARV depends on applicable item). | On each of the Monthly Period draw dates set out in the table in Rule 2 above, one (1) Spot Reward Entry will be selected by random draw by the Sponsor (or its designated representative) from amongst all eligible Spot Reward Entries submitted and received in accordance | The odds of winning depend on the number of eligible Spot Reward Entries received prior to the close of the applicable Monthly Period. |

|   |  |  |   |  |
|---|--|--|---|--|
| stress balls, mini speaker keychains, soil testers, rain gauges, sports binoculars) |  |  | with these Rules prior to the close of the corresponding Monthly Period (and, for certainty, all unselected Spot Reward Entries in a random draw will carry over into any subsequent random draw(s) for a spot reward Prize). |  |
|---|--|--|---|--|

**Monthly Reward Prizes –**

| Monthly Period   | Prize Description   | Number Available | ARV Each              | Winner Selection   | Odds  |
|------------------|---|------------------|-----------------------|--|---|
| Monthly Period 1 | A Nutrien Product-branded 50L Dry Duffel Bag              | One (1)          | \$100 USD / \$130 CAD | On each of the Monthly Period draw dates set out in the table in Rule 2 above, one (1) Monthly Reward Entry will be selected by random draw by the Sponsor (or its designated representative) from amongst all eligible Monthly Reward Entries submitted and received in accordance with these Rules prior to the close of the corresponding Monthly Period. For certainty, all unselected Monthly Reward Entries in a random draw will <u>not</u> carry over into any subsequent random draw(s) for a monthly reward Prize. | The odds of winning depend on the number of eligible Monthly Reward Entries received prior to the close of the applicable Monthly Period. |
| Monthly Period 2 | Nutrien Product-branded Wireless Earbuds                  | One (1)          | \$100 USD / \$130 CAD |  |   |
| Monthly Period 3 | A Nutrien Product-branded Wireless Powerbank              | One (1)          | \$100 USD / \$130 CAD |  |   |
| Monthly Period 4 | A Nutrien Product-branded Wireless surround sound speaker | One (1)          | \$100 USD / \$130 CAD |  |   |
| Monthly Period 5 | A Nutrien Product-branded Outdoor Hand Lantern            | One (1)          | \$100 USD / \$130 CAD |  |   |
| Monthly Period 6 | A Nutrien Product-branded Rust Prevention Shotgun Sleeve  | One (1)          | \$100 USD / \$130 CAD |  |   |
| Monthly Period 7 | A Nutrien Product-branded Hydration Pack                  | One (1)          | \$100 USD / \$130 CAD |  |   |

|                   |   |         |                       |  |  |
|-------------------|---|---------|-----------------------|--|--|
| Monthly Period 8  | A Nutrien Product-branded Prep Table Grill Stand        | One (1) | \$100 USD / \$130 CAD |  |  |
| Monthly Period 9  | A Nutrien Product-branded 10 Piece Premium Grilling Set | One (1) | \$100 USD / \$130 CAD |  |  |
| Monthly Period 10 | A Nutrien Product-branded Binocular                     | One (1) | \$100 USD / \$130 CAD |  |  |
| Monthly Period 11 | A Nutrien Product-branded 4 Person Dome Tent            | One (1) | \$100 USD / \$130 CAD |  |  |
| Monthly Period 12 | A Nutrien Product-branded 13" Storage Step Stool        | One (1) | \$100 USD / \$130 CAD |  |  |

For certainty, one (1) monthly reward Prize is available per Monthly Period (twelve (12) monthly reward Prizes in total).

**Big One Reward Prize –**

| <b>Prize Description</b>                              | <b>Number Available</b> | <b>ARV Each</b>       | <b>Winner Selection</b>  | <b>Odds</b>  |
|---|-------------------------|-----------------------|--|--|
| A Nutrien Product-branded deluxe outdoor camping oven | One (1)                 | \$500 USD / \$650 CAD | On The Big One Period draw date set out in the table in Rule 2 above, one (1) Big One Reward Entry will be selected by random draw by the Sponsor (or its designated representative) from amongst all eligible Big One Reward Entries submitted and received in accordance with these Rules prior to the close of The Big One. | The odds of winning depend on the number of eligible Big One Reward Entries received prior to the close of The Big One Period. |

The features of each Prize include only those described in the applicable Prize set forth above. Please note that the actual Prizes awarded may vary from any pictures or mockups used by Sponsor in its marketing materials or advertisements, and Sponsor reserves the right to substitute elements of any Prize with comparable elements at its sole discretion.

Additional terms and conditions related to each Prize are as follows:

Other charges, costs or expenses of any kind not listed in the Prize details including, without limitation, applicable fees, license fees, title, registration, insurance, and taxes (as applicable) are the sole responsibility of the applicable winner (a "Winner"). Winner must abide by, and is subject to, all licensing, requirements or restrictions that may affect accessibility to and/or use of the applicable Prize received. No substitution, cash redemption or transfer of a Prize is allowed, except at the sole discretion of Sponsor. The Prize cannot be assigned or transferred without prior written consent of Sponsor. Without limiting any of the foregoing, the following general conditions apply to each Prize: (i) Prize must be accepted as awarded and is not convertible to cash (except as may be specifically permitted by the Sponsor in its sole and absolute discretion); (ii) no substitutions are permitted, except at the Sponsor's option; (iii) the Sponsor reserves the right to substitute the Prize in whole or in part in the event that all or any component of such Prize is unavailable with a prize or prize component(s) of equal or greater retail value, including, without limitation, but solely at the Sponsor's sole discretion, a cash award; (iv) all characteristics and features of the Prize, except as otherwise explicitly stated above, are at the Sponsor's sole and absolute discretion; (v) Prize winner is solely responsible for all costs not expressly described herein; and (vi) manufacturer's standard warranty, if any, applies to the Prize.

9. **WINNER NOTIFICATION; VERIFICATION.** Each Winner will be selected by Sponsor via a random drawing as set out in Rule 8 above. Sponsor will attempt to notify each potential Winner on or about one (1) day after the applicable draw date via the telephone number or email address associated with the Winner's Entry. Sponsor will make three (3) attempts over a five (5) business day period to contact each potential Winner ("Winner Notification Period"). If a potential Winner fails to respond to Sponsor during the Winner Notification Period, Sponsor may, in its sole discretion, select another Winner via a random drawing from the applicable pool of eligible Entries as set out above, but reserves the right not to select an alternate winner. To be declared an official Winner, each potential Winner will be required to: (i) sign and return to Sponsor a Declaration and Release Form in a form to be provided by Sponsor (the "Declaration") within seven (7) business days of the date of Sponsor's notification that the potential Winner is eligible to win ("Prize Claim Expiration Date"); and (ii) only for Winners who are a resident of Canada, correctly answer a mathematical skill-testing question without mechanical or other aid (which may, in the sole and absolute discretion of the Sponsor, be administered online, by email or other electronic means, by telephone, or in the Declaration). After receipt of the Declaration (and correctly answered skill-testing question, if the Winner is a resident of Canada), Sponsor will confirm the Winner and provide additional information on receiving the applicable Prize. By completing, signing and returning the Declaration, the Winner: (a) confirms compliance with these Rules; (b) releases and forever discharges Sponsor Entities from and against any and all loss, liability, claim, cost, demand, damage, action, cause of action and expense whatsoever arising or to arise by reason of Winner's acceptance or use of the Prize; and (c) gives permission to Sponsor Entities, at their option, to publish or otherwise use the Winner's name, address, photograph, video, likeness, voice and/or comments, without compensation, in any publicity carried out by any such person or entity or its advertising agencies, except where prohibited by law. The Declaration also allows Sponsor to share information about the Winner with Sponsor Entities and third parties as necessary to organize any component of a Prize. If Winner fails to complete, sign and return the Declaration before 5:00 pm MST on the Prize Claim Expiration Date, the Winner will forfeit the applicable Prize and an alternate Winner may be selected in accordance with these Rules.

All Sweepstakes-related Information and Entrants 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 entrant's eligibility to participate in this

Sweepstakes; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Sweepstakes-related Information and/or other information entered (or purportedly entered) for the purposes of this Sweepstakes; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Sweepstakes in accordance with the letter and spirit of these Rules.

10. **ADDITIONAL TERMS RELATED TO ELIGIBLE ENTITIES; RELEASE AND INDEMNIFICATION.** Any Eligible Individual submitting an Entry represents and warrants that he/she is permitted to submit an Entry and agree to these Rules on his/her own behalf and that no additional consents or permissions are necessary or required to participate in the Sweepstakes and/or accept a Prize (as applicable). BY ENTERING THIS SWEEPSTAKES, EACH ENTRANT HEREBY RELEASES, DEFENDS, HOLDS HARMLESS AND INDEMNIFIES SPONSOR ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, INJURIES (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING EMOTIONAL DISTRESS) AND/OR DEATH)), LOSSES, DAMAGES, EXPENSES OR CAUSES OF ACTION ARISING FROM OR RELATED TO ANY DISPUTE OR DISAGREEMENT BETWEEN OR AMONG AN ENTITY AND INDIVIDUALS ASSOCIATED WITH THE ENTITY REGARDING THE PRIZE.
11. **DELIVERY.** At Sponsor's election, Sponsor will ship the Prize to the Winner at Sponsor's expense. Failure of delivery to Winner's specified mailing address will be the responsibility of Winner. Winner shall release and hold Sponsor harmless against any loss by reason of failure or delay of delivery, upon proof of attempted delivery by Sponsor of the Prize to the mailing address associated with the Winner's Entry. Winner bears risk of loss or damage to any Prize after delivery to the specified mailing or email address. Sponsor is not responsible for any delays in the delivery of a Prize. The Winner is not eligible for any cash rebate programs.

Winner is responsible for the reporting and payment of all applicable federal, state/provincial and local taxes (including income taxes) associated with a Prize, as applicable, and will and hereby does release, indemnify, and hold Sponsor harmless from liability for failure to timely report and/or pay such taxes. An IRS Form 1099 or other form, as applicable, may be issued to a Winner that is a resident of the United States. Sponsor shall have no responsibility or obligation to Winner or a potential Winner who is unable to accept or utilize the Prize as described herein. In the case of Winner's forfeiture of a Prize, Sponsor may select another winner according to these Rules.

12. **GENERAL TERMS.** Your noncompliance with any of these Rules may result in disqualification. Sponsor is not responsible for anything outside of its reasonable control. Sponsor assumes no responsibility for incorrect or inaccurate entry information whether caused by any of the equipment or programming associated with or utilized in this Sweepstakes or by any human error that may occur in the processing of the entries in this Sweepstakes. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled entries or failure to receive entries, including, without limitation, any injury or damage to your or any other person's computer related to or resulting from participation or downloading any materials or software or attempts to participate in or download materials or software related to this Sweepstakes. Sponsor is not responsible for any typographical or other error in the printing of the Sweepstakes, administration of the Sweepstakes, or in the announcement of the Prize and/or a Winner. If, for any reason, the Sweepstakes is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, government action or regulation, acts of war or

terrorism, pandemic, global health crisis, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, fire, flood, earthquake, storm or other natural cataclysm, riots, civil commotion, or any other causes beyond the control of Sponsor that corrupts or affects the administration, security, fairness, integrity or proper conduct of this Sweepstakes or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Sweepstakes. CAUTION: ANY ATTEMPT BY YOU TO DELIBERATELY UNDERMINE THE LEGITIMATE OPERATION OF THE SWEEPSTAKES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM YOU TO THE FULLEST EXTENT PERMITTED BY LAW

**13. JURISDICTION; VENUE.**

FOR RESIDENTS OF THE UNITED STATES: THE COLORADO COURTS (STATE AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES OR PRIZES AND THE LAWS OF THE STATE OF COLORADO SHALL GOVERN THE SWEEPSTAKES WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND SUBMIT TO THE JURISDICTION OF THESE COURTS.

FOR CANADIAN RESIDENTS: THE SASKATCHEWAN COURTS (PROVINCIAL AND FEDERAL) SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE SWEEPSTAKES OR PRIZES AND THE LAWS OF THE PROVINCE OF SASKATCHEWAN, AND THE FEDERAL LAWS OF CANADA APPLICABLE THEREIN, SHALL GOVERN THE SWEEPSTAKES WITHOUT REGARD TO CONFLICTS OF LAW PRINCIPLES. BY PARTICIPATING IN THE SWEEPSTAKES, YOU WAIVE ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND SUBMIT TO THE JURISDICTION OF THESE COURTS.

- 14. INDEMNIFICATION.** BY ENTERING THE SWEEPSTAKES, YOU, ON BEHALF OF YOURSELF AND THE ENTITY YOU REPRESENT (IF APPLICABLE), AGREE TO INDEMNIFY, DEFEND, RELEASE, AND HOLD HARMLESS SPONSOR AND EACH OF THE OTHER SPONSOR ENTITIES FROM AND AGAINST ANY AND ALL LIABILITY, CLAIMS, COSTS, INJURIES (INCLUDING WITHOUT LIMITATION, PROPERTY DAMAGE, PERSONAL INJURY (INCLUDING EMOTIONAL DISTRESS) AND/OR DEATH)), LOSSES, DAMAGES, EXPENSES OR CAUSES OF ACTION (HOWEVER NAMED OR DESCRIBED), WITH RESPECT TO OR ARISING OUT OF EITHER: (I) YOUR PARTICIPATION IN THE SWEEPSTAKES; (II) YOUR ACCEPTANCE, POSSESSION AND USE/MISUSE OF A PRIZE AWARDED IN THE SWEEPSTAKES; (III) THESE RULES; AND (III) ANY SERVICES PROVIDED BY SPONSOR ENTITIES OR THIRD PARTIES IN CONNECTION WITH THE SWEEPSTAKES, A PRIZE AWARDED OR PARTICIPATION IN ANY ACTIVITY WITH A PRIZE REGARDLESS OF THE FAULT OR NEGLIGENCE OF ONE OR MORE SPONSOR ENTITIES.
- 15. RELEASE.** You, on behalf of yourself and the entity you represent (if applicable), agree to, and hereby do, release all rights to bring any claim, action or proceeding against Sponsor or any Sponsor Entity and further covenant not to sue Sponsor or any Sponsor Entity and hereby acknowledge that neither Sponsor nor any Sponsor Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Sweepstakes or any Prize.
- 16. DISCLAIMER OF WARRANTIES.** SPONSOR IS PROVIDING THE SWEEPSTAKES AND PRIZE ON AN "AS IS" AND "AS AVAILABLE" BASIS. SPONSOR DOES NOT REPRESENT OR WARRANT THAT THE SWEEPSTAKES, THE TECHNOLOGY USED TO PROVIDE IT OR THE PRIZE: (I) WILL BE UNINTERRUPTED OR SECURE, (II) WILL BE FREE OF DEFECTS, INACCURACIES OR ERRORS, OR (III) WILL MEET YOUR REQUIREMENTS OR

ENABLE YOU TO PARTICIPATE IN IT. SPONSOR MAKES NO REPRESENTATIONS, GUARANTEES OR WARRANTIES OTHER THAN THOSE MADE EXPRESSLY IN THESE RULES, AND HEREBY (TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW) DISCLAIMS ANY AND ALL STATUTORY, EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY AND NON-INFRINGEMENT.

17. **LIMITATION OF LIABILITY.** NEITHER SPONSOR NOR ANY OF THE SPONSOR ENTITIES WILL BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY DAMAGES ARISING OUT OF, RELATING TO OR CONNECTED WITH THE SWEEPSTAKES OR A PRIZE, INCLUDING, BUT NOT LIMITED TO, CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE OR SPECIAL DAMAGES WHETHER OR NOT SUCH DAMAGES ARE RELATED TO LOST PROFITS, LOST BUSINESS, LOST DATA OR LOSS OF GOODWILL, AND WHETHER IN CONTRACT, TORT OR ANY OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION ON WHICH THEY ARE BASED, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OCCURRING.
18. **LEGAL RIGHTS.** SOME JURISDICTIONS DO NOT ALLOW THE LIMITATIONS PROVIDED ABOVE OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU.
19. **REQUEST FOR THE NAME OF THE PRIZE WINNER AND RULES.** For the name of the Winner and/or a copy of these Rules, send a self-addressed stamped envelope or an email to:  
  
CANADIAN PARTICIPANTS: Agrium Canada Partnership - Saskatoon Corporate Office, C/O: NPFT Toolbox Rewards Program, Suite 1700, 211 19th Street East, Saskatoon, SK S7K 5R6  
  
UNITED STATES PARTICIPANTS: PCS Sales (USA), Inc., Loveland Campus – Rangeview 5, C/O: NPFT Toolbox Rewards Program, 5296 Harvest Lake Drive, Loveland, CO 80538.  
EMAIL: [contact@fertilizertoolbox.com](mailto:contact@fertilizertoolbox.com) Vermont residents may omit postage.
20. **WAIVER.** No failure or delay by Sponsor or Sponsor Entities in exercising any right, power, or privilege under these Rules will operate as a waiver thereof. No waiver by Sponsor or Sponsor Entities of any provision of these Rules, or any rights or obligations of any party under these Rules, shall be effective, except pursuant to a written instrument signed by the party waiving compliance, and any such waiver shall be effective only in the specific instance and for the specific purpose stated in such writing.
21. **SEVERABILITY.** Any provision of these Rules that is found invalid or unenforceable pursuant to judicial decree or decision shall be ineffective to the extent of such invalidity or unenforceability, and the remainder of these Rules shall remain valid and enforceable according to their terms. If any provision of these Rules is so broad as to be unenforceable, the provision shall be interpreted to be only so broad as is enforceable.