

# HEMGROWN GIVING PROGRAM

## OFFICIAL RULES

NO PURCHASE NECESSARY TO APPLY OR RECEIVE AN AWARD. PURCHASE OF ANY PRODUCT OR SERVICE WILL NOT IMPROVE YOUR CHANCES. VOID WHERE PROHIBITED.

1. **Sponsor.** The HEMGROWN GIVING PROGRAM (the “Program”) is sponsored by ACH Seeds, 574 Prairie Center Drive, PMB 305, Eden Prairie, MN 55344 (“Sponsor”).

2. **Application Period.** The Program application period begins at 12:00:01 AM Central Standard Time on March 15, 2024, and ends at 11:59:59 PM Central Standard Time on May 31, 2024 (the “Application Period”).

3. **Eligibility.** The following eligibility requirements apply to you if you wish to nominate an Organization (as defined below) for the Program (in which case you are a “Nominator”), or if you are a nominee nominated for consideration in the Program (in which case you are an “Organization”, and together with Nominator, “Participants”). Affiliates of Sponsor and any entity owned, controlled, or managed by an employee or officer of Sponsor, and their respective affiliates, subsidiaries, suppliers, dealers, advertising and promotional agencies, and the immediate family members (parents, siblings, spouses and children) and persons living in their same household of any of the foregoing, are not eligible to participate in the Program, whether as a Nominator or Organization. Void outside the Regions and wherever prohibited or restricted by law, rule, or regulation. All federal, state, provincial and local laws and regulations apply.

Nominators must: (i) be at least 18 years old at the time of nomination and (ii) a legal resident of the United States of America or Ontario (Canada). Organizations must be operating and serving the rural community sectors within a Region and must be in good standing within their respective state or province. There are six eligible Regions (each, a “Region”), each with their own individual Award (as defined below). Each Region is aligned with a sugarbeet cooperative and is limited to the select state/province counties listed below. The Regions are as follows:

Michigan Sugar Company	
Michigan counties	Arenac, Bay, Clinton, Eaton, Genesee, Gladwin, Gratiot, Huron, Ionia, Iosco, Isabella, Lapeer, Macomb, Midland, Montcalm, Ogemaw, Saginaw, Sanilac, Shiawassee, St. Clair and Tuscola
Ontario Canada counties	Kent and Lambton

The Southern Minnesota Beet Sugar Cooperative	
Minnesota counties	Big Stone, Brown, Chippewa, Kandiyohi, Lac Qui Parle, Lyon, McLeod, Meeker, Nicollet, Pope, Redwood, Renville, Sibley, Stearns, Stevens, Swift and Yellow Medicine

The Minnesota-Dakota Farmers’ Cooperative	
Minnesota counties	Clay, Grant, Otter Tail, Traverse and Wilkin
North Dakota counties	Cass, Ransom, Richland and Sargent

The Amalgamated Sugar Company	
Idaho counties	Ada, Bingham, Blaine, Canyon, Cassia, Elmore, Gem, Gooding, Jerome, Jerome, Lincoln, Minidoka, Owyhee, Payette, Power, Twin Falls and Washington
Oregon counties	Malheur and Union
Washington counties	Benton

Western Sugar Company South	
Colorado counties	Adams, Boulder, Kit Karson, Larimer, Logan, Morgan, Phillips, Sedgewick, Washington, Weld and Yuma
Nebraska counties	Banner, Box Butte, Chase, Cheyenne, Deuel, Keith, Kimball, Morrill, Scotts Bluff, Sheridan and Sioux
Wyoming counties	Goshen, Laramie and Platte

Western Sugar Company North & Wyoming Sugar	
Montana counties	Big Horn, Carbon, Rosebud, Stillwater, Treasure and Yellowstone
Wyoming counties	Big Horn, Fremont, Hot Springs, Park and Washakie

BY NOMINATING AN ORGANIZATION FOR THIS PROGRAM, NOMINATOR AGREES TO THESE OFFICIAL RULES AND TO THE DECISIONS OF THE JUDGES (ALL OF WHOM WILL BE APPOINTED BY SPONSOR IN ITS SOLE DISCRETION) WHICH

WILL BE FINAL AND BINDING IN ALL RESPECTS. BY ACCEPTING AN AWARD, THE ORGANIZATION MUST ALSO AGREE TO THESE OFFICIAL RULES. Participants agree to release, discharge, and hold harmless Sponsor and its respective affiliates, subsidiaries, suppliers, dealers, advertising and promotional agencies, and their respective officers, directors, employees, and agents, from any damages of any form that it might incur as a result of participation in the Program or from acceptance, receipt, use, misuse, or possession of an Award. The Award is granted on the condition that Sponsor and its affiliates, subsidiaries, suppliers, dealers, advertising and promotion agencies, and their respective officers, directors, employees, and agents will have no liability whatsoever for any injuries, losses, or damages of any kind resulting from participation in the Program or from acceptance or possession of the Award.

4. **Nomination Process.** To nominate an Organization for the Award in the Program, during the Application Period, Nominator must nominate one (1) or more Organizations for consideration in the Program by completing, for each nomination, Sponsor's online official application form available at [achseeds.com](https://achseeds.com). Nominations must be received during the Application Period to be considered in the Program. Nominator may not submit multiple nominations for the same Organization, but multiple unaffiliated Nominators may nominate the same Organization for the Program. Sponsor reserves the right, in its sole discretion, to combine nominations for the same Organization received by multiple Nominators in the Program as a single nomination, or to consider such nominations separately. Nominations will be deemed made by the authorized email account holder. Mailed or hard copy nominations will not be accepted. After successful completion and assuming both Participants meet the eligibility requirements, Nominator's Organization will be entered in the Program.

If entering via a mobile phone or other web-enabled device and using a wireless carrier's network, standard data charges from the wireless carrier may apply. All nominations materials become the exclusive property of Sponsor. Nominations may not be acknowledged or returned. Nominations that do not comply with these Official Rules, or that otherwise contain incomplete, prohibited, inappropriate, offensive, infringing, or otherwise unlawful or unacceptable content or inconsistent with Sponsor's image, as determined by Sponsor in its sole discretion, will be disqualified, and will not be considered in the Program (without notice to Participants). If Nominator enters the Program and is discovered to not be eligible to enter the Program, all nominations received from such ineligible Nominator will be disqualified. To the extent permitted by law, Sponsor reserves the right to use information provided in the nomination to contact Nominator about Sponsor's products and services, and Nominator expressly consents to such use.

5. **Award.** There will be one (1) potential winning Organization selected for each eligible Region by the Program judges per the Judging Criteria set forth in Section 6 from all eligible nominations received in the applicable region during the Application Period, and who will be eligible to receive a donation of Ten Thousand U.S. Dollars (\$10,000.00) (the "Award"). Approximate Retail Value: Ten Thousand U.S. Dollars (\$10,000.00). On or about July 10, 2024, the potential winning Organization will be selected by the Program judges per the Judging Criteria set forth in Section 6, provided that such potential winning Organization must comply with and agree to these Official Rules as a condition to receiving the Award. Additional restrictions, limitations and exclusions may apply. No prizes, awards, or other consideration will be awarded to Nominators. No cash redemption, transfer, or prize substitution will be allowed, except by Sponsor which reserves the right to change or replace the Award with an award or other consideration of equal or greater value at any time. All federal, state, provincial, local, or other applicable taxes in connection with the receipt of the Award are the sole responsibility of the winning Organization, and Sponsor makes no representation or warranty as to the tax implications or liability arising from the receipt of the Award.

6. **Judging.** Program judges will consist of a regional panel of growers, sugar industry representatives and sales team members selected by Sponsor in its sole discretion. Following the Application Period, the judges will judge each nomination received during the Application Period using the following criteria, each of which will be weighed as provided herein: (a) adherence to Program requirements and rules (yes/no); (b) the Organization's service area in the Region and the population served (yes/no); (c) the organization's purpose or mission statements alignment with ACH Seeds Crystal Brand sugar beet seed values (40%); (d) the Organization's potential benefit to the local community (40%); and (e) the award's impact on the Organization (20%) (collectively, the "Judging Criteria"). The judges will score each nomination based on the Judging Criteria and assign a score between one (1) and five (5) for each Judging Criterion. Sponsor reserves the right to not select any potential winner or provide any Award if the judge's scores indicate no nomination averages at least a score of four (4) across all Judging Criteria, and nominations that average scores of less than four (4) will be disqualified from the Program. The judges shall select as the potential winning Organization in a particular eligible Region the nomination receiving the highest total score based on the Judging Criteria. In the event of a tie in a particular eligible Region, the tied nominations will be re-evaluated against each other by the judges based on the Judging Criteria until the tie is broken. The judges will review each nomination as submitted by Nominator at the time of judging, and Sponsor is not responsible for revisions to or removal of a nomination after it is entered into the Program or to facts or circumstances existing outside of the nomination submitted under Section 4.

7. **Notification of Recipients.** On or after the date set forth in Section 5 for selection of the potential winning Organizations, the potential winning Organizations will be sent an e-mail, telephone call, or mailed notification from Sponsor with instructions on how to claim the Award (the "Notification"). The potential winning Organizations will be required to follow instructions on the Notification and provide Sponsor with certain requested information and the potential winning Organizations may be required to execute an Affidavit of Eligibility, Official Rules Acknowledgment Form and Publicity Release (except where prohibited), to be returned within fourteen (14) days of the date on the Notification, or the Award will be forfeited and, at Sponsor's discretion, the nomination receiving the next highest total score in that Region based on the Judging Criteria will be selected as a new potential winning Organization for that Region. If a selected winning Organization cannot be contacted, is ineligible, fails to claim the Award, cannot accept the Award for

any reason, fails to return the completed and executed information and the Affidavits, Forms and Releases within the specified timeframe as required, or if the Notification or Award is returned as undeliverable, the Award will be forfeited and the Sponsor reserves the right, in its sole discretion and time-permitting, to declare that the nomination receiving the next highest total score in that Region based on the Judging Criteria will be selected as a new potential winning Organization for that Region. In the event of a tie in these instances, the tied entries will be re-evaluated against each other by the judges based on the Judging Criteria until the tie is broken. By accepting or using an Award, the Organization agree that Sponsor can use the Organization's name, state/province of residence, voice, and likeness, and the nomination from Nominator, for advertising and promotional purposes without further notice or compensation, unless otherwise prohibited by law. Should there be a dispute regarding who may have submitted a nomination, that nomination will be deemed to have been made by the authorized holder of the email account at the time the nomination was made. All decisions of the judges shall be binding and final. Sponsor is not responsible for and shall not be liable for late, lost, misdirected, or unsuccessful efforts to notify the recipient of the Award.

8. **Rights Definition.** As used in these Official Rules, the term "Rights" shall mean rights of copyright, patent rights, trademark and service mark rights, publicity rights, trade secret rights, character rights, trade dress rights, and all other proprietary rights of any kind whatsoever, together with any and all applications, registrations, renewal and extension rights, and rights to sue for any past, present, or future infringement or violation.

9. **Originality of Nomination.** Each Nominator must have all Rights in and to his, her, or their nomination as of the time of entry to the Program. By submitting a nomination, each Nominator represents and warrants that: (a) the nomination is Nominator's original work of authorship, creation, or invention; (b) Nominator is the exclusive owner of the Rights related to the nomination (other than any trademarks or trade names of the Organization); and (c) no other person or entity is entitled to any payment for the use of the nomination by Sponsor. A nomination must not have been, and may not be, entered in any other contest, sweepstakes, or previously published. Modifying, enhancing, or altering a third party's preexisting work does not qualify as Nominator's original creation. Nominator agrees to indemnify and hold harmless Sponsor and its third-party service providers from and against all claims or damages arising out of the use of such Nominator's nomination. Sponsor reserves the right to void and/or disqualify any nomination if the nomination is found in Sponsor's sole discretion to be inconsistent with the above representations and warranties, plagiarized, copied or fraudulent, to infringe upon existing Rights of others, or to be incomplete, damaged, obscene, offensive, promoting a particular political agenda, promoting drugs, or firearms/weapons, or otherwise unsuitable for any reason as determined in Sponsor's sole discretion.

10. **Sponsor's Use of Nominations.** Participants hereby grant to Sponsor an irrevocable, perpetual, royalty-free, worldwide, unlimited, non-exclusive, sub-licensable unrestricted right and license to use, review, reproduce, modify, distribute, publicly display, publicly perform, commercialize, and create derivative works of the nomination submitted by Nominator for the Organization, in whole or in part, in all media now existing or later developed without expectation of compensation or acknowledgement (other than the Award, if any, that may be awarded to the Organization as set forth in these Official Rules). Sponsor shall have no obligation to any Participant to make attribution with respect to a nomination, retain any of the foregoing, or maintain any information or ideas contained therein, as confidential or proprietary.

11. **Right to Use.** Participants hereby irrevocably consent to the unlimited reproduction, distribution, display, performance, and other use by Sponsor and its successors and assigns of each Participant's name; image; likeness; voice; photo; biographical information; statements and quotes; stories and anecdotes provided; and all of Participant's other personal or commercial attributes, trademarks, trade names, logos, or identifying features (each, a "Likeness"), for any purposes directly or indirectly related to this Program, and in any format or medium now existing or later developed. Participants hereby waive any and all rights of publicity and rights of privacy associated with Sponsor's use of a Likeness. Sponsor may, in its sole discretion, and without providing notice to or receiving consent from Participants, modify, change, adapt, or otherwise alter a Likeness. Participants shall have no right of approval, no claim to compensation, and no claim (including, without limitation, claims based on invasion of privacy, defamation, or right of publicity) arising out of any use, blurring, alteration, or use in composite form of a Likeness. The rights granted under this Section 11 are without compensation or notification to Participants of any kind, except as required by law, and shall extend to all nominations, all other materials submitted by Participants, and all other materials developed in connection with the Program, regardless of whether they are developed by Participants or another person or entity.

12. **Internet/General Provisions.** Sponsor is not responsible for nominations (including, without limitation, data transmissions) that are late, lost, tampered with, illegible, unintelligible, incomplete, garbled, delayed, mutilated, forged, destroyed, stolen, misdirected, undeliverable, or mailed postage due or otherwise not in compliance with these Official Rules, and such nominations will be disqualified. Sponsor is not responsible for lost, interrupted, or unavailable network server or other connections, miscommunications, failed telephone, or computer or telephone transmissions or technical failure, jumbled, scrambled, or misdirected transmissions, data input errors, typographical errors on its website or in these Official Rules, or any other error of any kind whether human, mechanical, or electronic, including, without limitation, the incorrect or inaccurate capture of entry information regardless of the cause. Persons found tampering with or abusing any aspect of this Program, as solely determined by the judges, will be disqualified and nomination material/data that has been tampered with or altered is void. Any use of robotic, automatic, programmed, or like entry methods or the use of multiple accounts to make nominations will void all nominations affected by such methods and be deemed tampering. You are prohibited from assisting or encouraging anyone to make more than one nomination for the same Organization. If disqualified for any of the above abuses or if disqualified for any

other reason under these Official Rules, Sponsor reserves the right to terminate such person's eligibility to participate in the Program and to void any or all nominations received from a disqualified Nominator. Sponsor may modify, suspend, or terminate the Program at any time, and for any reason that it may determine in its sole discretion. Sponsor reserves the right in its sole discretion to cancel the Program and select the recipient of the Award from all eligible nominations received prior to the cancellation. Sponsor is not responsible for any problem with a Program submission generated by computer hardware or software malfunction, error, or failure. ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROGRAM IS A VIOLATION OF CRIMINAL AND CIVIL LAWS, AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. A potential winning Organization may be required to provide Sponsor with proof that the potential winning Organization is the authorized account holder of the e-mail address associated with the potential winning nomination. Sponsor reserves the right to amend these Official Rules at any time during the Program, without notice to Participants.

13. **Taxes.** All federal, state, provincial, local, or other applicable taxes in connection with the receipt of the Award are the sole responsibility of the winning Organizations.

14. **Disputes/Choice of Law.** To the fullest extent permitted by law, the laws of the State of Minnesota shall govern the Program. Except where prohibited, you agree that this Program shall be governed by the laws of the State of Minnesota. Any and all disputes, claims, and causes of action arising out of or connected with this Program or any prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by binding arbitration in accordance with the Rules of the American Arbitration Association with any such arbitration proceedings being brought and held in Minneapolis, Minnesota. The decisions of the arbitrators shall be binding and conclusive upon all parties involved and judgment upon any award of the arbitrators may be entered by any court having competent jurisdiction. This provision shall be specifically enforceable in any court of competent jurisdiction. Any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, but in no event attorneys' fees (except as otherwise provided in these Official Rules), and no punitive, incidental, special, consequential, or other damages, including without limitation lost profits may be awarded (collectively, "Special Damages"). You hereby waive all rights to claim Special Damages and all rights to have such damages multiplied or increased. Under no circumstances shall Sponsor's aggregate liability to you or any entrant of the Program exceed One Dollar (\$1.00).

15. **Privacy.** Information submitted in connection with the Program will be treated in accordance with these Official Rules and Sponsor's Privacy Policy, located at [www.kws.com/us/en/company/privacy-policy.html](http://www.kws.com/us/en/company/privacy-policy.html). By entering this Program, you are providing information to Sponsor. Sponsor is not responsible for any third party's use of information submitted in connection with the Program.

16. **Recipient List/Copy of Official Rules.** To receive the name of the Award recipient or a duplicate copy of these Official Rules, send the request and a separate, self-addressed, stamped (#10) envelope by December 31, 2024 to: Homegrown Giving Program, c/o ACH Seeds, 574 Prairie Center Drive, PMB 305, Eden Prairie, MN 55344. Canadian residents may omit return postage.