

**TERMS AND CONDITIONS OF PROMOTIONAL CAMPAIGN “Superprize Lithuania”
 (“Promotional Campaign”)
 of 01.01.2023**

1. GENERAL INFORMATION

1. The organizer of the campaign is Bayer Sp. z o.o. with its registered office at the following address: Al. Jerozolimskie 158, 02-326 Warszawa, entered in the Register of Businesses kept by the District Court for the capital city of Warsaw in Warsaw, 12th Business Division of the National Court Register, under KRS [National Court Register] No.: 0000035338, with the share capital in the amount of PLN 151,340,000.00, REGON [National Official Business Register No.]: 010374922, NIP [VAT No.]: 526-00-19-068 having the status of a large entrepreneur within the meaning of art. 4c of the Act of March 8, 2013 on preventing excessive delays in commercial transactions (Journal of Laws of 2019, item 118, as amended), („Bayer“ or „Organizer“).
2. The Promotional Campaign shall be conducted in Lithuania.
3. These Terms and Conditions are a document defining terms and conditions of participation of Participants in the Product Promotional Campaign and setting out the rules of cooperation between the Participant and the Organizer as far as the Promotional Campaign is concerned.
4. Time frame of the Promotional Campaign: from 1st of January 2023 till 31st of December 2023.
5. The Promotion Campaign is open to farmers and agricultural enterprises that do not distribute products (hereinafter referred to as the "Participant"). Only business entities (business owners engaged in economic activities) may participate in the promotion campaign. The participant may not be a consumer as defined in the applicable law. The campaign is not open to natural or legal persons who purchase products for further distribution.
6. In addition, the following persons cannot participate in the Campaign: entrepreneurs who are employees and members of the Organizer's or the Agency's authorities.
7. The products of the campaign are the following Bayer products:

Product	Points per 1 liter, 1 kilogram, 1 pack
Aliette	25
Ascra Xpro	80
Attribut	450
Bariton Super	45
Betanal	20
Incelo 3kg +Biopower 10 L pack	860
Cayunis +Glacis	70
Cerone	20
Decis Mega	30
Delaro Forte	50
Estet	15
Falcon Forte	40
Fenix	25
Folicur	20
Hussar Activ Plus	60
Infinito	25
Input	80
Input Triple	85

Komplet	110
Maister Power	45
Mateno Duo	30
MCPA Super	10
Movento	100
Nortron	35
Previcur Energy	65
Propulse	80
Prosaro	45
Puma Universal	165
Redigo Pro	45
Sekator	100
Serenade ASO	15
Siltra Xpro	75
Targa Super	15
Tilmor	35
Variano Xpro	45

(hereinafter collectively referred to as the “Products”). Bayer reserves the right to add other products to the Promotional Campaign, which shall not require these Terms of Conditions to be once again accepted by the Participants.

8. These Terms and Conditions will be available for inspection throughout the duration of the Program at the Organizer's office, on the websites www.agro.bayer.com.pl and www.cropsscience.bayer.lt. The text of the Regulations may also be made available by the Organizer's Representatives.
9. Products covered by the promotion will be available for sale until exhaustion of stocks.
10. The Organizer reserves its right to commission some part of activities conducted to the external service provider – the marketing agency – RAB PPD Marketinga Pakalpojumi, registered at Raudondvario pl. 101, Kaunas, Lithuania, 47184, company code: 211884470, VAT code: LT90068468117, tel.: 8643316618, email: bayer@visosloterijos.lt (hereinafter called “Agency”).
11. Due to a limited budget for the Prizes, specified by the Organizer, the number of Participants is limited. In the case of applications from more interested entities than the budgeted budget, the date on which the declaration referred to in point 2.1. below is submitted is decisive. The Organizer will immediately inform the entities submitting the declarations about the end of the application acceptance stage. The Organizer is not responsible for any claims of entities who, despite meeting the conditions set out in these Regulations, do not participate in the Promotional Campaign due to the limitation of the number of Participants.

2. PROMOTIONAL CAMPAIGN RULES

1. Any subject listed in point 1.5 of the Regulations can join the Promotional Campaign by providing online application to the Agency acting on behalf of the Organizer in accordance with the template constituting an Appendix to this Program ("the Campaign Form"). By submitting the Campaign Form, the Participant accepts these Terms and Conditions. The template of the

Campaign Form is attached to these Rules. Online registration form will be announced until 1st of April 2023.

2. The Campaign Form must be filled in, approved and submitted by the authorized Participant representative not later than 15.01.2024. and delivered to the Agency mentioned in the point 1.10. on www.cropscience.bayer.lt.
3. A power of attorney to represent the Participant should be attached to the Campaign Form, if the Campaign Form is signed by a person other than the person authorized to represent the Participant.
4. A natural person who declares participation in the Promotional Campaign in accordance with the provisions of these Regulations, reports the participation of a given entrepreneur in the Campaign, and not its own.
5. The Participant will be informed about the successful submission of the Campaign Form immediately after submitting the Campaign Form on the website www.cropscience.bayer.lt with a message appearing on the computer screen. In addition, the Agency, acting on behalf of Bayer, will receive a completed Campaign Form, which will confirm the Participant's participation in the Campaign by e-mail. Participant must contact the Agency mentioned in 1.10, if no confirmation email was received.
6. The Campaign Form submitted by a Participant who does not consent to the processing of his personal data for the purposes of these Rules in accordance with the binding laws and regulations is invalid.
7. Incomplete or incorrect Campaign Form prevents participating in the Promotional Campaign.
8. Each Participant may submit an invoice one the Campaign Form.
9. The Participant undertakes to update his data by updating the Campaign Form while participating in the Program, in accordance with the actual state.
10. The Organizer has the right to verify the accuracy of the data provided by the Participant in the Campaign Form or to update it, and request additional data and documents from the Participant for this purpose. If the Participant provides false data, the Organizer has the right to terminate the Participant's participation in the Promotional Campaign.

3. PRIZES

1. A participant who has purchased the quantity of products specified in point 3.3 during the Campaign period (from 1 January 2023 to 31 December 2023) is entitled to a prize. As indicated in 1.11, the number of prizes is limited.
2. Products can be purchased from any seller, entitled to sell and distribute Bayer Crop protection Products in Lithuania.
3. If a participant purchases the products of the Promotion Campaign specified in Clause 1.7 of these Rules, he / she is entitled to a prize.
Estimation of prizes:
 - a. By purchasing products, points are collected only within the defined period of time in accordance with table 1, per each product and multiplied by purchased volumes. For the avoidance of any doubt, collected points expire, once the Campaign is finished.
 - b. **Points are collected and summarized till the Campaign finish at 31st of December 2023. Points of product purchases from applications submitted (submitted invoices) till 30th of November, will be multiplied by 1.1 (10% extra points). Points of product purchases from applications submitted from 1st of December till 15th of January 2024, will be multiplied by 0.8 (20% decrease).**

- c. After 15th of January 2024, points are exchanged for the prizes. The value of the prize is calculated according to a formula: 100 points are equal to 1.00 (one euro) EUR, rounding up to unit euro (EUR).
 - d. For organizational reasons, the minimum value of purchases entitling to take part in the promotion amounts to 10 000 EUR (including VAT) which can be collected and reached with several purchases – several invoices
4. The options to receive the prize are in either the form of a coupon for "Akropolis" department store or Baltic Clipper travel agency. The prize can be received partly in form of coupon from Akropolis department store and partly as coupon from Baltic Clipper travel agency. By receiving prize in different coupons, the minimum prize level of coupon is 100 EUR (Including VAT).
5. In addition, in case the Participant is a natural person, it will be entitled to the additional prize in the amount of the income tax to be paid on behalf of such Participant. This amount will be paid by the Agency directly to the relevant tax authority.
6. In Campaign is not set any prize receiving steps or highest limited level.
7. The prize is not subject to exchange for any equivalent (including cash or in kind). The Participant's right to demand the release of the prize is non-transferable. The Participant is not entitled to reserve the special properties of the prize or to receive any other prize than described in these Rules.
8. 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 <https://www.akropolis.lt/lt/dovanu-korteles-bendrosios-taisykles> and <https://bc.lt/dovanu-kuponai/>.
9. 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.
10. 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.
11. The Participant will confirm the purchases by providing the Agency with the confirmation of the amount of Products purchased in the way as specified in point 3.12-3.15 below.
12. The Participant will be obliged to send to the Agency invoices confirming the purchase of Products. Those must be sent in a scanned form to the e-mail address of the Agency. The filling out and submission of the relevant documents shall be the full responsibility of the Participant of the Campaign, and not the seller from whom the Campaign Products have been acquired. The date of issuance of the purchase document must be within the scope of the term of the Campaign defined in point 1.4. The term for the submission of scans/photos of purchase documents shall be 15.01.2024. The documents to be sent shall contain all the details defined for invoices in the tax laws of the country.

13. For the avoidance of doubt, Agency executing the Campaign does not provide Bayer information on product prices indicated in the submitted invoices nor information on other products other than listed on 1.7. In particular, the IT system through which the Participant sends the documents referred to in the preceding sentence prevents the Organizer from accessing the Product prices included in the sales documents. The Agency does not provide the Organizer with any price information, in the manner specified above, or the purchase documents themselves, unless such provision turns out to be necessary in justified cases to verify the transaction, or in other situations where it is necessary in accordance with applicable law.
14. Purchase documents submitted after the expiry of the specified term shall not be included in the total sum of the purchase. The Participants represents that their registered purchases are valid, correct and they have the originals of the documents confirming the purchase (purchase receipt or purchase invoice). It shall be strictly prohibited for the Participants to unfairly affect the results.
15. If no information or documents confirming the right to the prize have been provided by the Participant, or the Organizer has doubts as to whether it is due, the date of delivery of the Prize as specified in the point 3.18 shall be postponed accordingly. In case of any doubts as to whether the Participant meets all the conditions set out in these Regulations, the Organizer has the right to withhold the award until the Participant proves that such conditions are met.
16. The Participant gives its irrevocable consent to the verification of compliance of the sent reports on quantities of Products purchased as part of the Campaign. A Bayer representative has the right to check the quantities purchased from the seller or by asking the Participant for documents certifying the purchase. The Organizer will have the right to verify with the seller who sold the Products to the Participant the fact that the Products have been purchased in certain quantities, including, in particular, the fact that appropriate invoices have been issued and no corrections have been issued that would adequately reduce the value of purchases constituting the basis for granting the prize.
17. For organizational reasons, by indicating in the application form or by email to the Organizer's agency, the Participant will confirm to the Organizer the type of the Prize, whether he chooses a coupon for shopping at the Akropolis department store or a coupon of the Baltic Clipper travel agency. The choice of the type of Voucher by the Participant after effective notification to the Organizer cannot be changed.
18. The prize/es will be delivered by the Agency to Participant no later than 15.04.2024. The delivery will be confirmed by the protocol, which should be signed by the empowered representative of the Participant.
19. The Organizer reserves the right to change the type of prize to prizes of similar quality, functionality, and value during the Promotion Campaign.

4. RULES OF THE COMPLAINT PROCEDURE

1. Claims arising out of these Terms and Conditions and related to distribution of Products shall be submitted to the seller through which the Participant purchased Products. Bayer shall in no way be responsible for actions or omissions of the seller in this respect.
2. Other claims arising out of these Terms and Conditions, including doubts as to the correctness of the calculation of the purchases shall be submitted to the Organizer's address Al. Jerozolimskie 158, 02-326 Warszawa, Poland, in writing or by e-mail to the address bayer@visosloterijos.lt (with a note "Complaint in relation to the Promotional Campaign 'Superprize Lithuania'"), no later than by 15.02.2024.

3. The date of submission of the complaint is the date of its arrival at the Organizer's online address indicated in point 2.2. of these Regulations or the display of an e-mail on the Organizer's representative's mailbox.
4. The Organizer, within 21 (twenty-one) days of receipt of the complaint, will consider the submitted complaint and inform the applicant about the position taken, by registered mail with acknowledgment of receipt or by replying in electronic form to the address provided in the point 2.2.
5. The Parties will endeavor to resolve any possible disputes related to this Promotional Campaign in an amicable manner. If the dispute is not settled amicably, the disputes will be settled by the competent Vilnius district court.

5. LIABILITY OF THE ORGANIZER

1. The Organizer's liability towards the Participants shall be limited to the value of the prizes to which the Participant will be entitled. For avoidance of doubts, the Organizer shall not be liable for technical failures of the prize items or defects.
2. The Organizer is not responsible for providing false data or data of a third party by the Participants. Providing false data or data of a third party results in the loss of the Participant's right to the prize.
3. The Organizer is not responsible for the functioning of the Internet through which Participants send the Campaign Forms, as well as through which the Organizer contacts the Participant.
4. The Organizer is not responsible for the Campaign Forms lost or lost on the Internet, the content sent in the Campaign Forms, individual computer settings and the method of their configuration, as well as settings or interruptions in the provision of services occurring at Internet access providers.
5. The Organizer shall not assume any liabilities for the losses or damage incurred as a result of the Campaign (except for the liabilities prescribed by law).

6. RESPONSIBILITY FOR POSTAL DELIVERY

1. The Organizer is not responsible for the delivery, correctness and timeliness of delivery by post or courier, Internet providers - letters, telegrams and other parcels sent on behalf of the Organizer or by / to the Organizer in connection with this Campaign.
2. The Organizer is not responsible for irregularities related to the delay or non-delivery of the prize resulting from incorrect provision of the address and other data necessary to issue the prize by the Participant.

7. FINAL PROVISIONS

1. Participation in the Promotional Campaign is entirely voluntary. Participants have the right to resign from further participation in the Promotional Campaign at any time, including in the event they do not accept changes of promotional rules.
2. For important reasons, the Organizer may unilaterally terminate the Participant's participation in the Program at any time without any compensation due on its account. The important reasons set out above are in particular:
 - a) breach by the Participant of the rules of these Regulations,
 - b) if the activity of the Participant is against the good name or interests of the

Organizer,

- c) if the Participant no longer meets the conditions for participation in the Promotional Campaign, in particular: ceased to conduct business activity, or has changed the profile of conducted business activity, or
 - f) finding any other irregularities that may be considered improper during the Program, in particular: there is a reasonable suspicion that purchases are made seemingly, only in order to obtain prize, i.e. in a dishonest or inconsistent with the rules of the Regulations or in any other way that raises doubts as to the existence of the basis for granting the prize.
3. The termination must be made in writing with an indication of the reason for the termination of participation in the Program.
 4. These Terms and Conditions exclusively define the rights and obligations of Bayer and Participants participating in the Promotional Campaign within the scope specified therein. The Organizer shall interpret these Regulations. In case of doubts as to its content, any questions regarding the action may be directed by the Participant to the following address: Al. Jerozolimskie 158, 02-326 Warszawa, Poland, in writing or by e-mail to the address bayer@visosloterijos.lt.
 5. Bayer reserves the right to introduce changes to these Terms and Conditions and to end or suspend the Promotional Campaign without giving reasons. Bayer shall notify the Participant participating in the Campaign two weeks in advance of its early termination, suspension or changes in the manner customary in contacts with a given Participant. Amendments to the Regulations may not infringe the established rights of the Participants.
 6. If a particular provision of the Regulations is considered invalid or ineffective, the invalidity or ineffectiveness of this provision does not affect the validity or effectiveness of the remaining provisions of the Regulations. The Organizer will make every effort to replace the invalid or ineffective provision with a new, lawful provision.
 7. Advertising and promotional materials are informative, only the provisions of the Regulations are binding.
 8. The Terms and Conditions may only be accepted without reservations.
 9. The Campaign shall be governed by the applicable laws of the Republic of Lithuania.