



Standard Terms and Conditions to the Bayer Loyalty Programme: Legend by Bayer

SUMMARY OF THE IMPORTANT TERMS

This is a summary of the Programme and the Terms which follow comprise the agreement concluded between Bayer and the Member in respect of the Programme. The Terms prevail if there is a conflict between this summary and the Terms. Words below which begin with a capital letter have the meaning given to them in the Terms.

1. Duration: The Legend Program will run from 01st February 2025 for an initial period of 2 (two) years, subject to annual renewal, in the sole discretion of Bayer following written notification to all affected parties within 2 (two) months prior to the expiry of each term.

2. Nature of the Programme: Eligible Farmers (see clause 3 of the Terms) who register for the Programme) can earn Points by making nominated purchases from Bayer or appointed Distributors. These Points as earned per confirmation from Bayer can be used to obtain a Reward which can be redeemed from a Reward Provider (see clauses 8 and 9 of the Terms).

3. Reward duration: Validity of rewards may vary depending on the provider. Actual list of rewards and terms of use are available at the program [website](#).

4. Reward offered: Details of the Reward offered can be found on the program [website](#).

5. Steps required to participate in the program and receive a Reward: these are contained in clauses [3] to [9] of the Terms and include:

- a) registering for the Programme as a Member if eligible;
- b) provide consent in terms of the Consumer Protection Act, Act 68 of 2008;
- c) registering their qualifying invoices on the Bayer site;
- d) redeeming Points by requisitioning Rewards from the Legend by Bayer [website](#)

6. Details of the Reward Providers: these can be found on Loyalty Program [website](#)

7. Limitations of Bayer's liability: refer to clause 14 of the Terms.

Standard Terms and Conditions to the Bayer Reward Programme

The Bayer Reward Program (**“Programme”**) is offered by Bayer (Pty) Ltd, (reg no:1968/011192/07) (**individually and collectively “Bayer”, “we”, “us” or “our”**).

By joining the Programme and becoming a Programme member, you (**individually and collectively, “you,” “your,” or “Member”**), agree that you have read, understand, and agree to be bound by these Programme Terms and Conditions of Participation (**“Terms”**) and by any changes or modifications we may make.

These Terms constitute a binding contract between Bayer and the Member, which contract commences when you have been registered as such under clause 4 hereof, and you are obliged to review these Terms and the related policies frequently to keep abreast of the terms and conditions that may apply to the Programme as they may change from time to time.

These Terms do not alter in any way the terms or conditions of any other agreement you may have with us, including any agreement for products or services. By enrolling in the Programme, you also agree to be bound by our website’s [Privacy Policy](#) and our website’s Terms and Conditions which are incorporated herein by reference.

If you do not agree to these Terms, our website Privacy Policy, and our website

Terms and Conditions, you cannot participate in the Program.

1. Definitions

In these terms and conditions:

1.1 **Legend Account** means an individual account maintained in the electronic system, on which points obtained by the Members

for the purchase of Products are recorded.

1.2 ‘Points’ means the membership Points earned and spent by you in accordance with the Programme, the value of which will be determined by us from time to time, and which Points may be redeemed for a Reward.

1.3 “Products” refers to Bayer products that qualify as qualifying or nominated purchases eligible for earning points.

1.4 ‘Reward’ means eligible products and/or services inclusive of vouchers) offered by the Reward Provider(s) that can be purchased for Points earned by you under the Programme.

1.5 ‘Reward Catalogue’ means the list of Reward Providers and their eligible products and/or services available under the Programme.

1.6 ‘Reward Provider’ means an institution with whom we have contracted to provide you with products and/or services on the Programme.

1.7 ‘Loyalty Programme’ means the Programme in terms of which Members are rewarded by Bayer with Points which are accumulated in the account of the Member for the purpose of making redemption of products and/or services from Reward Providers;

1.8 ‘VAT’ means any value-added tax or similar tax imposed by applicable legislation, including without limitation, the Value-Added Tax Act, No. 89 of 1991, including relevant regulations and schedules.

1.9 ‘Voucher’ means a redeemable electronic document issued to a Member as a Reward. Vouchers entitle Members to free products or services and can be redeemed at the Reward Provider’s outlet(s).

1.10 ‘we’, ‘us’ and ‘our’ mean Bayer (Pty) Ltd (Reg No 1968/011192/07), a company incorporated in terms of the laws of the Republic of South Africa, with principal place of business 9 Country Estate Drive,

Waterfall City, Midrand, 2090 ; and
1.11 'you' and 'your' mean the farmer and Member of the Programme.

2. Programme Duration

The programme will run from 1 February 2025 for an initial period of 2 (two) years, subject to annual renewal, in the sole discretion of Bayer following written notification to all affected parties within 2 (two) months prior to the expiry of each term.

3. Eligibility to Participate

The Programme is initially only available to qualifying Members in the Republic of South Africa. To be eligible for the Programme, you must:

3.1 Consent under the provisions of the Protection of Personal Information Act, Act 4 of 2013:

3.2 Conduct farming activities within the borders of the Republic of South Africa;

3.3 Operate an entity registered for Value-Added Tax (VAT) as defined under the Value-Added Tax Act, Act 89 of 1991;

3.4 Members must own or lease land for which a purchase under clause is made;

3.5 Have a valid email address and a delivery address in the Republic of South Africa.

4. Programme Registration

4.1 Eligible Members may register in the Programme by visiting <https://www.cropscience.bayer.co.za/en> (**collectively, the "Site"**) and following the Programme prompts to register for the Programme.

4.2 You are required to provide your VAT number or that of your company in order to enrol in the Programme. You will also need to create an account by providing your name and creating a password in order to access certain Program benefits and Reward(s). You are solely responsible for maintaining the accuracy of your account information and for updating it as required. You may update your personal information on the

Site.

4.3 Only one Programme account may be associated with a single VAT number. In the event of a dispute over ownership of the Programme membership account, the Member will be deemed to be the authorised account holder of the VAT registration number submitted at the time of enrolment.

For purposes of these Terms, the "authorised account holder" is the natural person i.e. director/ managing member who is authorised to act on behalf of the entity, to which the VAT number has been assigned.

4.4 Acceptance for the participation in the Legend Program will be confirmed by generating an individual login and password for the Eligible Participant to log into the Legend Program Website.

4.5 By submitting the Registration Form, the entity declares that it has read and accepted these Terms and Conditions.

5. Earning Points

5.1 Members can earn Points by making nominated purchases from Bayer or through its duly appointed Distributors, ("Distributor").

5.2 Purchases made for use on unidentified or non-related farming entities do not qualify for Points and these Points cannot be consolidated to increase a Reward on the Programme.

5.3 Bayer reserves the final decision, in its absolute discretion, on whether purchases and/or invoices are for valid Members.

5.4 Conditions for earning Points may be subject to change. Notice of such changes will be made in accordance with clause 13.

5.5 Points cannot be exchanged for cash and are not transferable. Points may not be sold, issued, exchanged, ceded, assigned, or bartered.

5.6 Members can earn Points by making nominated purchases from Distributors of the available Bayer maize crop protection products and all DEKALB® maize products in the Bayer Maize Product Portfolio:

5.6.1 Members will have a 6 months period

to upload invoices only when starting with a new program, Members can upload invoices issued from 23 January 2025. No invoices from 2024 will be accepted.

5.6.2 Only Distributor invoices dated from 23 January 2025 will be considered valid to submit for the Programme.

6. Point Earning Criteria

6.1 Programme Points are assigned upon the submission of invoices containing eligible products on the Program website.

6.2 Invoices issued by Bayer will be registered/uploaded for Members once payment is settled.

6.3 Points on qualifying Products will be added to Member's account upon verification, confirming the alignment of the invoice, the selected Product and volume on the Programme.

6.4 All invoices and submissions will be verified through a third party.

6.5 Invoices on both seed and Crop Protection Products will require the Member's registered VAT number which corresponds with the Member's VAT details on their Membership Reward Account as registered on the Site in order to be able to redeem these invoices for Points.

6.6 Bayer does not collect Product purchase prices or any information about Products of competitors from the invoice, and the set-up ensures that Bayer can never access information about other producers' products or prices.

7. Point Allocation Criteria

7.1 In respect of the DEKALB® seed purchases, the Points are awarded per bag.

7.2 In respect of Crop Protection purchases, the Points are awarded based on the volume per qualifying Products registered on maize seed.

7.3 The list of qualifying Crop protection and maize seed products can be found in this PDF document

7.4 We reserve the right to debit your Membership Legend by Bayer Account with the relevant Points if a transaction is cancelled or reversed for any reason, whether by a Distributor or otherwise.

8. Point Redemption

8.1 Points may be redeemed for a Reward as outlined in these Terms.

8.2 A Reward is subject to availability and may change over time.

8.3 Bayer reserves the right to modify or discontinue any Points, Reward or the entire Programme.

8.4 Members will be required to select their Reward on the Program Website.

8.5 Points have a general validity of 2 (two) years as aligned to the Programme duration. In the event that the initial 2 (two) year period of the Programme duration is extended, the validity period of the points will also be extended by a further 1 (one) year period. The maximum validity period for the points shall not exceed 36 (thirty-six) months with expiry dates on 30 June and 31 December.

8.6 The Reward Catalogue available at Loyalty Program website after log in is where Members can redeem the accumulated available Points for the different products and services offered by Reward Providers as set out on the Site.

8.7 The photos and parameters describing the Rewards in the Rewards Catalogue are for information purposes only and do not necessarily reflect all the detailed properties of the Rewards.

8.8 Members will be responsible to notify the Bayer Programme support team to correct any errors on the account within 30 days of the relevant issue. Bayer reserves the right to reject any changes requested after this date.

9. Reward Redemption

9.1 The reward will be shipped to Member or in case of electronic vouchers send to his email address once Member has made a selection of the Reward from the Reward Catalogue on the Site.

9.2 Should the Member not receive an email within 48 hours of the Member selecting a Reward or physical reward within 14 days, it is the responsibility of the Member to notify the Programme support team on +27 82 324 9211 or email

support.za@mail.legend.bayer.com. Bayer will not be responsible for a Member not following up if the Voucher is not received within 48hrs or physical reward within 14 days of the Member making the Reward selection.

9.3 Rewards cannot be exchanged for cash and are non-transferrable.

9.4 Rewards irrevocable and cannot be cancelled or amended once the redemption request has been made.

9.5 We will not replace or refund any Rewards in the event that the Reward is lost or mislaid or deleted.

9.6 Our Reward Providers' prices, goods and/or services may fluctuate from time to time.

9.7 Any dispute in respect of the nature, quality or quantity of products or services received as a Reward has to be settled between you and the Reward Provider directly.

9.8 Rewards are not refundable, may not be exchanged for cash or credit and may not be reconverted into Points even if Reward have not been utilised or have expired.

9.9 It will always be your responsibility to correct any error with the concerned redemption requests or Reward.

9.10 Bayer may at its discretion and from time to time amend the number of Points required for a Reward, subject to clause 13.

10. Reward Expiry

10.1 Vouchers received as a reward may have expiry date set by Voucher provider.

Once voucher expires it cannot be reactivated.

11. Voucher Usage and Limitations

11.1 Any exchange or sale of products or services earned as a Reward by a Member on the Programme is strictly prohibited.

11.2 Vouchers cannot be returned.

11.3 Ancillary and/ or additional and/ or consequential costs of the redeemed product or service with the Reward Provider will remain the responsibility of the Member.

12. Termination and Penalties

12.1 Bayer may end Member participation in the Programme, on reasonable notice to the member, in the instance that:

12.1.1 Bayer has found that the Member's behaviour was inappropriate, constituted misconduct and/or is considered an abuse of the Programme;

12.1.2 Bayer believes it necessary to end the Member participation as aforesaid based on our endeavours to stop or prevent any criminal activities including money laundering or where South African and international laws, rules, regulations, restrictions and policies ("**the laws**") require us to do so.

12.1.3 The Member fails to assist Bayer to comply with the laws by failing or refusing to provide us with all the information and documents we may require or that the Member submits false information or documentation.

12.1.4 The Member has breached these, or any other, terms and conditions relevant to the Programme; or a fraudulent transaction was conducted directly or indirectly by the Member.

In any of the circumstances envisaged in clauses 12.1.1 to clause 12.1.4 (inclusive), Bayer reserves the right and without prejudice to any of its other rights and remedies in terms of these Terms and in law, to be exercised in its sole discretion to immediately terminate the Member's

participation in the Programme. Bayer may reverse or cancel any transaction relating to the aforementioned conduct (whether before or after receiving the termination notice) and hold the Member liable for any value which the Member has received in terms of such conduct.

12.2 All transactions believed to be fraudulent, inappropriate, constitute misconduct or considered as an abuse of the Programme, as determined by Bayer in its sole discretion, will be excluded for the purposes of determining your qualifying purchases.

12.3 Once the Member has been notified of termination from participation in the Programme:

12.3.1 The Member will forfeit all Points at the time of termination including any future Points which may have accrued to the Member after the date of termination had it not been for such termination;

12.3.2 The Member will no longer be entitled to any Reward, benefits or services from the Programme from the date on which notice was given of termination; and

12.3.3 The Member will be permanently disqualified from accessing the Programme or entitled to re-join the Programme, unless Bayer has approved thereof in writing.

12.3.4 Any re-joining without Bayer's written approval may, in its sole discretion, be declared null and void.

12.4 The Member may end its participation in the Programme on 30 (thirty) days prior written notice to Bayer, and during this notice period the Member may either redeem the Points, failing which any Points will be forfeited.

12.5 In the case of your death, insolvency or liquidation your Points will have no value and will expire.

13. Changes to Terms and Conditions

Bayer reserves the right to amend, modify, or terminate the Programme or these Terms with 30 (thirty) days' notice. Notice of

changes will be communicated through the Programme Site or other designated communication channels.

14. Limitation of Liability

14.1 Bayer will not be liable for any damages, losses, or expenses incurred by the Member as a result of their participation in the Programme or the redemption of Reward.

14.2 Although we carefully select our Reward Providers, you will carry the risk for any fraud or losses that occur via our Reward Providers' channels.

14.3 We will incur no liability if a dispute arises between you and a Reward Provider in respect of products or services purchased.

14.4 Bayer is not an agent or representative of the Reward Provider (and vice versa) and Bayer gives no warranties on the services and/or products given as a Reward.

14.5 By redeeming your Reward you release us from any and all liabilities to you.

14.6 We will not be liable for any loss or damage suffered by you arising from us carrying out your instruction or from you participating in the Programme, unless such loss or damage arises from Bayer's gross negligence or intentional misconduct.

14.7 We are not liable for any acts or omissions by third parties, including without limitation an internet service provider, a telephone provider or Reward Provider relating to the use of the Programme.

14.8 We will under no circumstances be liable for any consequential, incidental, special or direct loss or damage resulting directly or indirectly from these Terms or your participation in the Programme.

14.9 Our Reward Providers' websites may be linked to our Site, in which case we cannot control or make any representation as to the legal content of such websites, and we will therefore not be liable for the information provided on such websites.

14.10 We do not warrant, endorse or make

any representations about the contents, product, service or reliability of any third party's business or security practices and operations.

15. Protection of Personal Information and Data Usage

15.1 Bayer will process personal information provided to Bayer by the Member or its employees or agents in accordance with the conditions stipulated in the Protection of Personal Information Act, No. 4 of 2013 ("POPIA").

15.2 By participating in the Programme, you acknowledge and agree that we may collect, process, and use your personal information for the following purposes:

15.2.1 Administering your membership in the Programme;

15.2.2 Providing you with rewards, benefits, and offers;

15.2.3 Managing transactions related to the Programme, which may involve sharing your information with the Reward Providers;

15.2.4 Conducting analytics to improve our services; and

15.2.5 Complying with legal and regulatory requirements.

15.3 Your participation in the Programme constitutes your voluntary consent to the collection, processing, and use of your personal information for the purposes outlined in 15.2. You have the right to withdraw your consent at any time by contacting us using the details provided in these Terms and Conditions.

15.4 We will retain your personal information for as long as necessary to fulfil the purposes outlined in clause 15.2 or as required by law. Upon expiry of the retention period, we will securely dispose of or anonymize your information in accordance with our data retention policies.

15.5 Both Parties have the rights set out in POPIA in respect of the Personal Information Processed by the other Party.

16. Indemnification

You agree to defend, indemnify and hold us, our parent company, subsidiaries, affiliates, partners, licensors, officers, directors, employees, and agents harmless for any loss, damages or costs, including reasonable attorneys' fees, resulting from any third-party claim, action, or demand resulting from your participation in the program in violation of any law, rule, regulation or these Terms.

17. Governing Law

These terms and conditions are governed by the laws of the Republic of South Africa and the Parties consent to the jurisdiction of South African courts with competent jurisdiction.

18. Miscellaneous

18.1 Bayer reserves right to audit compliance with all conditions and provisions of this Programme or other Bayer offers which includes, but is not limited to, an audit of the Member's books/records. The Member will provide all such relevant documents to Bayer upon written request therefore. If the Member does not have the proper documentation for the three (3) year audit term, Bayer may treat such lack of valid documentation as if the sales were invalid and not properly made and subject to payment of the cost of the audit and forfeiture of the Program benefits.

18.2 Bayer reserves the right to seek reimbursement of all related costs if errors are discovered after Reward have been issued.

18.3 Both parties hereby agree to abide by and uphold the stipulations set forth in this document.