AMVAC[®] SOCIAL MEDIA GIVEAWAY OFFICIAL GENERAL RULES & GUIDELINES

• NO PURCHASE OR PAYMENT OF ANY KIND IS NECESSARY TO ENTER OR WIN THIS GIVEAWAY.

PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. Void where prohibited or otherwise restricted by law. THIS GIVEAWAY IS IN NO WAY SPONSORED, ENDORSED, ADMINISTERED BY, OR ASSOCIATED WITH ANY SOCIAL MEDIA PLATFORM, SPECIFICALLY, X[®] CORP., LINKEDIN[®] CORP., OR META[®] PLATFORMS INC. OR ANY OF ITS BRANDS AND/OR AFFILIATES, SPECIFICALLY, FACEBOOK[®].

If you want to be removed from Sponsor's mailing list, please contact the Administrator by writing to the address provided below.

- Prize: 200 ZALO® caps. Prizes are available as long as supplies last.
- **Sponsor**: AMVAC Chemical Corporation, 1155 Halle Park Circle, Collierville, TN 38017 USA, Attn: M. Foster. Sponsor includes its parent, subsidiaries, and affiliated companies.
- Administrator: Brighton Agency, Inc., 7711 Bonhomme Avenue, Suite 100, Clayton, MO 63105 USA, Attn: B. Phillips.
- Entrant: Person who enters this Giveaway and also defined as "you" or "your." By providing your email address and mobile phone number, you are agreeing to receive email and text message communications from Sponsor. You can easily unsubscribe at any time. See Sponsor's privacy statement at https://www.amvac.com/privacy-statement.
- Apps for Entry: X, LinkedIn, and/or Facebook. Information for this Giveaway is being provided by the Sponsor, not by X Corp., LinkedIn Corp., Facebook, or any other brands and/or affiliates of Meta Platforms Inc. Any questions, comments, or complaints regarding this Giveaway must be directed in writing to the Sponsor. Your participation in this Giveaway must at all times comply with the applicable App community guidelines and its terms of service. In the event of any violation of such guidelines or terms or service, the Sponsor may, in its sole and absolute discretion, disqualify you from this Giveaway.

If you do not have an X, LinkedIn, and/or Facebook account, you can sign up for free at the applicable App by visiting <u>www.X.com</u>, <u>www.LinkedIn.com</u>, and/or <u>www.Facebook.com</u>., or download the App through your App Store on your mobile device or computer.

Your use of third-party Apps and websites is subject to the relevant terms of use or service, privacy policies, and any other condition imposed by those third-party Apps. Sponsor is not responsible for any decisions a third-party App makes regarding your Account or your Entry. Any personal information you provide will be subject to that third party's privacy policy. You should carefully review their privacy and security practices and policies before providing them with personal information. To visit X's, LinkedIn's, and/or Facebook's Terms of

Use/Service, please visit: www.facebook.com/terms.php., and/or https://www.linkedin.com/legal/user-agreement.

Your wireless service provider's data rates may apply. Entrants should consult their wireless service provider's pricing plan for details.

1. ELIGIBILITY:

This Giveaway is only open to legal residents of the fifty (50) United States and the District of Columbia, who are at least eighteen (18) years of age (or the age of maturity in their state of residence) at the time of entry and who have a public X, LinkedIn, or Facebook account, and who are followers of the @AMVACCorp handle on X, LinkedIn, and/or Facebook (as applicable). Void where prohibited by law. By participating, Entrants must agree to and comply with these Official General Rules & Guidelines. Winning a Prize is contingent upon fulfilling all requirements set forth herein. Decisions of the Sponsor are final and binding in all matters relating to this Giveaway. Employees and directors (and their respective immediate family (i.e., spouse, children, parents, and siblings or household members, whether or not related) of Sponsor and Sponsor's advertising and promotion agency, the Administrators and its employees, directors, and immediate family, are also ineligible.

2. ENTRY PERIODS:

This Giveaway will begin on March 19, 2024, at 7:00 a.m. Central Time, and end on December 31, 2024, at 11:59 p.m. Central Time, or when Prizes are depleted ("Giveaway Period"). During the Giveaway Period, there will be weekly entry periods (each, an "Entry Period" and collectively, the "Entry Periods"). Each Entry Period will be announced by Sponsor via a post on X, LinkedIn, and/or Facebook that will also link to these Official General Rules & Guidelines (each an "Announcement Post"). The Giveaway will terminate at the end of the Giveaway Period or when Prizes are depleted. Each applicable platform, X, LinkedIn, and/or Facebook, will be the official time clocks for the Giveaway.

3. TO ENTER:

Eligible Entrants may enter only one (1) time.

(1) Log into your X, LinkedIn, or Facebook account and follow @AMVACcorp if you have not already done so. You must follow Sponsor's handle, @AMVACcorp, on the platform in which you enter.
(2) View Sponsor's Announcement Post relating to the Giveaway and follow Sponsor's instructions to the Sponsor's call to action before the end of the applicable weekly Entry Period.
(3) Fill out the contents of the Entry form and click submit.

(4) Each Entry must comply with these Official General Rules & Guidelines and the directions in the Sponsor's Announcement Post in order to be valid. Each Entry must be original. Duplicate or substantially similar Entries by the same person will not be eligible. LIMIT: One (1) Entry per person. Entrants may access their App accounts through their mobile device or computer. If Entrants do not have an X, LinkedIn, and/or Facebook account, Entrants may download the Apps through their App Store on their mobile device or computer.

Your use of third-party Apps and websites is subject to the relevant terms of use or service, privacy policies, and any other condition imposed by those third-party Apps. Sponsor is not responsible for any decisions a third-party App makes regarding your App account or your Entry. Any personal information you provide will be subject to that third party's privacy policy. You should carefully review their privacy and security practices and policies before providing them with personal

information. To view X's, LinkedIn's, and/or Facebook's Terms of Use/Service, please visit: www.facebook.com/terms.php, and/or https://www.linkedin.com/legal/user-agreement.

When you enter this Giveaway using a mobile device, your wireless service provider's data rates may apply. Entrants should consult their wireless service provider's pricing plan for details. You will be responsible for any charges demanded by your wireless carrier. Entrants should check their mobile and computer's features for capabilities and check the device manual for specific use instructions. By making an Entry, you agree that it conforms to these Official General Rules & Guidelines, including the restrictions as set forth herein. You agree that the Sponsor may disqualify you from the Giveaway, in its sole discretion, if your Entry does not comply with these Official General Rules & Guidelines.

4. WINNER SELECTION:

At the close of each weekly Entry Period, the Administrator will mail a Prize to each eligible Entrant, while supplies last. AN ENTRANT IS NOT A WINNER OF ANY PRIZE, EVEN IF THE GIVEAWAY SHOULD SO INDICATE, UNLESS AND UNTIL ENTRANT'S ELIGIBILITY AND COMPLIANCE WITH THESE OFFICIAL GENERAL RULES & GUIDELINES HAVE BEEN VERIFIED.

5. PRIZES & APPROXIMATE RETAIL VALUES:

After the close of the applicable Entry Period, Administrator will mail a Prize to each eligible Entrant winner via the U.S. Postal Service. Winners may be announced weekly @AMVACCorp and describe the Prize (and approximate retail values – the "ARV"), awarded to the winners of the applicable Entry Period. Limit one (1) Prize per person, mobile telephone number, e-mail address, or household during this Giveaway. Prize is awarded "AS IS" with no warranty, representation, or guarantee, express or implied, in fact or in law, made by Sponsor or Administrator or for which Sponsor or Administrator shall be liable, including, without limitation, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Prize Restrictions: No cash or other substitution or exchange of Prize is permitted, except by Sponsor as set forth below. Prize will be mailed to the address communicated by winner's Entry form. Only 200 Prizes will be awarded. All federal, state, and local taxes are the sole responsibility of Prize winner. Prize consists of only those items specifically stated as part of the Prize in the applicable Announcement Post. Prize posted in Announcement Post should include the ARV of the prize. All expenses and costs associated with the acceptance or use of the Prize that are not expressly specified in the Announcement Post or these Official General Rules & Guidelines as being part of the Prize are the sole responsibility of the winner. Sponsor and Administrator reserve the right to substitute any Prize with a prize of equal or greater value in its sole discretion. Winners will not receive compensation from Sponsor or Administrator for any Prize. If required by law, the Prize winner will be issued a U.S. IRS 1099 tax form for the Prize value.

6. PUBLICITY:

Acceptance of the Prize constitutes permission to the Sponsor, Administrator, and its and their agents to use each winner's name and/or likenesses, Prize information, photograph, voice, and comments for purposes of advertising and trade without further notice, permission, or compensation, unless prohibited by law. Posting and/or publicly sharing an Entry constitutes entrant's consent to give the Sponsor a royalty-free, irrevocable, transferable, assignable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from,

and display such Entry in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including for promotional or marketing purposes. If requested, Entrant will sign documentation that may be required for the Sponsor or its designees to make use of the non-exclusive rights Entrant is granting to use the Entry or any portion thereof.

7. GENERAL CONDITIONS:

If, for any reason, a Giveaway is not capable of running as planned, Sponsor and/or Administrator may, in their sole discretion, may (i) cancel or terminate the Giveaway; or (ii) modify or suspend the Giveaway to address the impairment and then resume the Giveaway in a manner that best conforms to the spirit of these Official General Rules & Guidelines.

Sponsor and/or Administrator reserve the right to void any suspect Entries. Sponsor and/or Administrator shall award Prizes in accordance with the winner selection criteria set forth above from among all eligible, non-suspect, Entries received. Sponsor and Administrator reserve the right, in their sole discretion, to disqualify any individual they find to be (i) tampering with the entry process or the operation of the Giveaway, (ii) acting in violation of these Official General Rules & Guidelines or the Announcement Post or other Sponsor promotion, or (iii) acting in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of a Giveaway may be a violation of criminal and civil law, and should such an attempt be made, Sponsor and Administrator reserve the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's or Administrator's failure to enforce any term of these Official General Rules & Guidelines shall not constitute a waiver of that provision.

8. RELEASE AND LIMITATIONS OF LIABILITY:

By participating in this Giveaway, Entrants agree to release and hold harmless Sponsor, Administrator, the X Corp., LinkedIn Corp, Facebook, and/or Meta Platforms Inc., and each of their shareholders, partners, members, directors, officers, employees, franchisees, and agents ("Released Parties") from and against any claim or cause of action, including, but not limited to, personal injury, death, or damage to or loss of property, arising out of participation in this Giveaway or receipt or use or misuse of the Prize, and for claims based on publicity rights and intellectual property rights, defamation, or invasion of privacy.

The Released Parties are not responsible for: (1) any incorrect or inaccurate information, whether caused by Entrants, printing errors, or by any of the equipment or programming associated with or utilized in the Giveaway; (2) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in cellular networks, phone lines or network hardware or software, downloading problems, data entry problems, outages, viruses, or bugs; (3) unauthorized human intervention in any part of the entry process or the Giveaway; (4) technical or human error which may occur in the administration of the Giveaway or the processing of entries; (5) late, lost, undeliverable, damaged, or stolen mail; (6) late, lost, incomplete, invalid, unintelligible, or misdirected entries; (7) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Giveaway or receipt or use or misuse of any Prize; or (8) or any other factors beyond Sponsor's or Administrator's reasonable control. If for any reason an Entrant's entry is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, Entrant's sole remedy is another entry in the Giveaway, if it is possible. If a Giveaway, or any part of it, is discontinued for any reason, Sponsor, in its sole discretion, may elect to hold a random drawing from among all eligible Entries received up to the

date of discontinuance for any or all of the Prizes offered herein. No more than the stated number of Prizes in the applicable Announcement Post will be awarded. In the event that production, technical, seeding, programming, or any other reasons cause more than the stated number of Prizes identified in the Announcement Post to be available and/or claimed, Sponsor is only liable up the number of Prizes available.

9. PERSONAL INFORMATION:

By participating in the Giveaway and providing to Sponsor, the Entrant:

- (i) Represents and warrants that (1) the Entry, including any material comprising the Entry (e.g., name, user name, profile picture, etc. as applicable) and any material submitted with the Entry (e.g., photograph, video, written submission, or other form of submission as applicable) (all such material, collectively, the "Entry Material") is original to the Entrant, (2) the Entrant has all necessary rights in and to the Entry Material to enter the Giveaway, including the consent of any third-parties whose personal information is included in the Entry Material, and (3) the Entry Material does not contain, depict, include or involve content that is, or could reasonably be considered to be, inappropriate, unsuitable or offensive, as determined by the Sponsor;
- Understands and agrees that the Entry, including the Entry Material, will not be returned to the Entrant and may be moderated or edited by the Sponsor as it deems appropriate; and
- (iii) Grants Sponsor permission and consent to collect, distribute, and use his/her personal information (information that identifies an Entrant as an individual, such as home telephone number, age and home address), his/her name, his/her username, his/her likeness, and his/her photograph captured in the Entry, if applicable, for the purposes of implementing, administering and fulfilling the Giveaway;
- (iv) Grants Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors and assigns, a non-exclusive, perpetual, irrevocable, royalty-free, paid-up, worldwide right to reproduce, communicate to the public, print, publish, broadcast, distribute, and use in any media now known or hereafter developed, in perpetuity and throughout the world, without limitation, your Entry and Entry Material, name, username, portrait, picture, voice, likeness, image, statements about the Giveaway or ZALO[®] product, and biographical information for news, publicity, information, trade, advertising, public relations, and promotional purposes; and
- (v) Waives any and all moral rights and personality rights the Entrant may have in the Entry and the Entry Material in favor of the Sponsor, anyone acting on behalf of Sponsor, and Sponsor's licensees, successors and assigns, including, without limitation, any person authorized by the Sponsor to publish, display, reproduce, modify, edit, or otherwise use the Entry and the Entry Material.

All of the foregoing without any limitation of any kind, without any right of approval and without any obligation upon the Sponsor or Administrator to make any payment or any other compensation or consideration of any kind to the Entrant.

10. DISPUTES:

Except where prohibited, all Entrants agree: (i) any and all disputes, claims and causes of action arising out of or connected with the Giveaway or any Prize awarded shall be resolved individually, without resort to any form of class action, and exclusively by the courts in the State of Delaware; (ii)

any and all claims, judgments, and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Giveaway, but in no event attorneys' fees; and (iii) under no circumstances will Entrants be permitted to obtain awards for, and Entrants hereby waive all rights to claim, indirect, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation, and enforceability of these Official General Rules & Guidelines, or the rights and obligations of the Entrant, Sponsor, and Administrator in connection with a Giveaway, shall be governed by, and construed in accordance with, the laws of the State of Delaware without giving effect to any choice of law or conflict of law or rules or any other jurisdiction, which would cause the application of the laws of any jurisdiction other than the State of Delaware.

11. PRIVACY:

All information submitted to Sponsor as part of this Giveaway will be treated in accordance with Sponsor's privacy policy (available at <u>https://www.amvac.com/privacy-statement</u>) and these Official General Rules & Guidelines. If you are selected as a winner, your personal information may be included on a publicly available winners' list.

12. WINNER'S LIST:

For the name of the winners, please mail a request to the Administrator. Requests for winner information must include (i) the Entry Period dates for which you are requesting a winners list and (ii) be received within ninety (90) days after the applicable Giveaway Entry Period.

15. NON-AFFILIATION:

This Giveaway is in no way sponsored, endorsed, administered by or affiliated, in any way, with X Corp., LinkedIn Corp., Facebook, or any other Meta Platforms Inc. brand and/or affiliate. X Corp., LinkedIn Corp., Facebook, or any other Meta Platforms Inc. brand and/or affiliate are not affiliated with the Sponsor or Administrator and are not sponsors of this Contest. You understand you are providing your information to Sponsor and not to X, LinkedIn, Facebook, or any other brand or affiliate of Meta Platforms Inc.

Manufacturers of Prizes are not affiliated with Sponsor and Manufacturers are not sponsors of this Giveaway.

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Important: Always read and follow label instructions. See label for listed weeds and pests. Some products may not be registered for sale or use in all states or counties. Check with your state agency responsible for pesticide registration to ensure registration status. ZALO Herbicide is EPA registered.