

BASF plc InVigor Winter OSR Establishment Risk Share Programme 2022

Terms and Conditions

1. The winter oilseed rape (“WOSR”) Establishment Risk Share Programme (the “Programme”) is promoted by **BASF plc**, company number: 667980, registered office: **BASF plc, 4th & 5th Floors, 2 Stockport Exchange, Railway Road, Stockport SK1 3GG** and applies to BASF WOSR hybrids listed in Annex 1 (“InVigor WOSR seed”)

2. How to enter

- a. The Programme is offered as a standard feature of the InVigor WOSR seed product range.
- b. There is no additional requirement for entry, when purchasing InVigor WOSR seed in 2022 you are automatically eligible for the pack(s) purchased and terms and conditions of the Programme will be available on the BASF website.
- c. A link to the BASF claim page will be supplied with the Programme terms and conditions.

3. InVigor WOSR Establishment Programme

- a. A farm business (“Farm Business”) which has purchased InVigor WOSR seed and thereby entered the Programme shall:
 - i. On or before 22nd September 2022 plant the InVigor WOSR seed according to the field conditions and at a minimum sowing rate of 40 viable seeds per square metre.
 - ii. Use best current agricultural practice in the planting, agronomy and protection of the crop and always follow product manufacturers’ guidelines.
- b. Subject to the Farm Business’ compliance with paragraphs 3 and 4, BASF, via its agents for InVigor, will reimburse the Farm Business the Programme value of £30 per Ha (based on a notional 3Ha pack) purchased if:
 - i. prior to 31st October 2022 the winter oilseed rape crop sown with said InVigor hybrid seed (minimum 3Ha block) has failed (namely a decision has been made to re-drill); and
 - ii. the grower decides / Agronomist recommends that the sown field(s) should be re-planted with an eligible alternative crop as listed in Annex 2 (“Alternative Crop”); or
 - iii. the grower decides / Agronomist recommends that the failed area is left fallow (minimum 3-hectare block) and agrees to remove any remaining WOSR plants, either by chemical or cultural methods.

c. The Programme will not be payable in respect of any area which is patch drilled or if a block of less than 3 hectares is re-drilled or left fallow.

4. Making a claim

a. To make a claim for the payment of the Programme the Farm Business shall:

i. On or before 31st October 2022 register the claim on the BASF website giving all the requested information which shall include:

1. Proof of the valid InVigor WOSR seed purchase; and
2. Agronomist recommendations; and
3. Claim Field location(s).

ii. Provide any evidence reasonably requested by BASF to validate the claim and satisfy itself that all conditions have been met, such evidence to be provided by the Farm Business within 10 working days of BASF's request or that of its subcontractor. Failure to provide such evidence within 10 working days of request shall mean that the claim is automatically rejected.

b. On successful submission of a claim the Farm Business will receive a unique claim ID by email, this is the only valid receipt of a claim and should be quoted on all correspondence with BASF and /or its subcontractor.

c. To verify legitimacy of any claim BASF or its subcontractor may (1) visit the Farm Business and inspect the claim fields as BASF considers reasonably necessary (and the Farm Business grants an irrevocable licence to enter the Farm Business premises and claim fields accordingly), and/or (2) monitor the claim fields by satellite throughout the growing season of winter oilseed rape, and all such inspection reports and records shall be deemed to be conclusive evidence.

d. If, once all information requested by BASF has been provided, BASF is satisfied that the claim by the Farm Business for the Programme is valid and meets all the conditions, BASF shall pay the relevant Programme value to the Farm Business by way of credit to the Farm Business's account via the InVigor agent or BASF subcontractor:

i. In November 2022 in the case of claims verified before 31 October 2022; or

ii In December 2022 for all other verified claims. Late, incomplete or corrupt registrations or claims not fulfilling all the conditions will not be accepted. No responsibility can be accepted for lost registrations or claims, and proof of despatch will not be accepted as proof of receipt.

5. Personal data

a. The personal information provided by or on behalf of the Farm Business or the agronomist will be used by BASF only for the purpose of this Programme and may

only be used or passed on to third party suppliers as required for verification of entitlement to and payment of the Programme value or as otherwise necessary for the fulfilment by BASF of its obligations hereunder.

b. Please see BASF's privacy policy for further information [here](#).

6. Miscellaneous

a. BASF shall only be required to pay the Farm Business the Programme value on and subject to these Terms & Conditions and, except to the extent that liability cannot be excluded or limited by law, BASF has no liability for any losses whatsoever, however arising, as a result of, or in connection with, the failure of WOSR in a registered field.

b. BASF may withdraw the Programme at any time, but such withdrawal shall not apply to any Farm Business validly registered for the Programme in accordance with these terms and conditions prior to the date of such withdrawal.

c. These terms & conditions (and any document referred to herein) contain the entire agreement between BASF and the Farm Business in relation to the Programme and they supersede all previous communications, agreements or understandings of whatever nature relating thereto.

d. These terms and conditions shall be governed by English law, and the parties submit to the jurisdiction of the courts of England and Wales.

Annex 1: BASF InVigor Winter OSR Hybrids

InV1035

InV1155

InV1166CL

InV1266CL

Annex 2: Eligible Alternative Crops

Winter wheat

Winter barley

Winter beans

All spring cereals

Spring beans

Spring oilseed rape

***Note: winter oilseed rape is NOT an Eligible Alternative Crop**