

# 2018 Syngenta Partner Program Rules & Regulations

## (EASTERN CANADA)

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- 1. Pre-Registration:** Growers who receive a cheque from Syngenta Canada Inc. ("Syngenta") from the 2017 Syngenta Partner Program™ are automatically registered for the 2018 Syngenta Partner Program ("the Program"), for which registration shall remain effective for all subsequent years unless Syngenta receives written notification from the Grower stating that they do not wish to participate in the Program.
- 2. New Registration:** If not already pre-registered, Growers may register for participation in the Program by completing and submitting a "Syngenta Partner Program Registration Form" by mail to Syngenta Canada Inc., 300-6700 Macleod Trail South, Calgary, AB, T2H 0L3 or by fax to 1-877-214-5405. Registration Forms are available online at [syngenta.ca](http://syngenta.ca).
- 3. Registration Deadline:** Deadline for Program registration is September 30, 2018.
- 4. Program Dates:** The Program applies only to products purchased between November 1, 2017 and October 31, 2018.
- 5. Use of Information:** The information the Grower has provided, or in the alternative, the Grower has authorized their Retailer(s) to provide, will be used to verify the Program rebate. The Grower consents to the collection of Grower information, including contact information and transactional sales data, from the Grower and the Grower's retailer(s) by Syngenta for the purposes of:
  - a. calculating, processing and delivering program payments to the Grower;
  - b. establishing and maintaining good Grower relations;
  - c. responding to Grower requests or inquiries using any form of communication or electronic communication including by telephone, fax, email, text message, instant message, and social media;
  - d. better understanding Grower needs and preferences;
  - e. developing and enhancing products and services;
  - f. managing and developing Syngenta business and operations; and
  - g. other purposes with the Grower's consent or as permitted or required by law.
- 6. Grower Purchases:** Purchases of crop protection products must be through a licensed Phase III crop protection retailer. No other invoices will be accepted. All sales must be submitted and validated by AgCollect in order to qualify for any Program rebate payment.
- 7. Returned Product:** The Program does not apply to any products returned for any reason whatsoever or for products purchased for resale. The Grower has the responsibility to advise Syngenta if they return products after the claim for a Program rebate is made. Failure to do so constitutes fraud, and renders the Program rebate null and void.
- 8. Program Eligibility:** There is a limit of one Program claim per Grower, address, farm unit or partnership. The Program is limited to agricultural uses by commercially-active Growers in Ontario, Quebec, New Brunswick, Nova Scotia, Prince Edward Island and Newfoundland & Labrador.
- 9. Partnerships:** Growers who plan on claiming together must identify partnerships with other permitted Growers, or the Grower's company name(s), at the time of registration for the Program. Only purchases used for the Grower's own farming operation\* will qualify for the Program. Buying groups will not be accepted. (\*Product sold to a farming operation that owns, leases or provides local customfarming services will qualify for program rebates.)
- 10. Assignment:** The Grower may not assign any or all of its interest or rights to participate in the Program to any other party without the prior written consent of Syngenta.
- 11. Reward Calculation:** For each unit of a product purchased by the Grower, point(s) will be awarded by Syngenta in accordance with the Partner Program™ 2018 Calculator published by Syngenta on the following website: <http://www.syngenta.ca/partnerprogram> (the "Calculator"). No points will be awarded for purchases of products not listed in the Calculator. Based on the number of points accumulated by the Grower, the Grower may qualify for a Program rebate reward as set out in the Calculator. Syngenta, in its sole discretion, shall be entitled to make changes to the Calculator.
- 12. Maximum Reward:** Syngenta will determine the maximum Program reward for the Grower. Syngenta shall, in its sole discretion, determine the amount of any payment(s) which may be payable in respect of the Grower's Program rebate. Syngenta shall not have any obligation to make any payment(s) in respect of the Grower's Program rebate until such time as Syngenta has been provided with all of the information that it requires from the Retailers and/or other parties in order to satisfy itself as to the amount of the payment that should be made to the Grower.

- 13. Overpayment:** Any Program overpayment will be refunded to Syngenta by the Grower or will be deducted from future Program payments at the election and direction of Syngenta.
- 14. Reward Cheque:** All cheques will be made out to the partnership or company name provided by the Grower at the time of registration. No Program rebates under \$200.00 will be issued by Syngenta to the Grower.
- 15. Grower's Risk:** Any Grower participating in the Program does so at the Grower's own risk. The Grower waives any claim against Syngenta for loss of profit, loss of revenue, loss of use of the goods or any associated equipment, loss of capital, down time costs, special, incidental, direct, indirect, consequential, punitive or exemplary damages or penalties of any kind, howsoever calculated or classified, arising from the Grower's participation in the Program.
- 16. Program Discrepancies:** Any claims for discrepancies in Program rewards payment must be received by Syngenta by March 1, 2018.
- 17. Dispute:** Syngenta and the Grower agree that any dispute between them regarding the rights or interest of the Grower arising from the Program will be settled in the following manner:
- a. The Grower and Syngenta shall initially meet and endeavour to resolve the subject matter of the dispute amongst themselves.
  - b. If the Grower and Syngenta are unable to resolve their differences in the above fashion, they shall retain a mutually agreeable mediator, who shall meet with them in an effort to resolve the dispute. Syngenta shall pay for any costs involved in retaining the services of the mediator.
  - c. If the Grower and Syngenta are unable to agree upon a mutually agreeable mediator, or if the mediation is unsuccessful, the dispute shall be conclusively settled by submission to arbitration in accordance with the rules of arbitration under the Ontario Arbitration Act, 1991 in the Province of Ontario, subject to the agreement that:
    1. the arbitration will be conducted before a mutually agreeable single arbitrator (or failing agreement, by an arbitrator appointed by a Justice of the Superior Court of Ontario), and
    2. that the cost of the arbitrator and the arbitration will be born equally by the parties.
  - d. Any claim the Grower wishes to make against Syngenta arising from the Grower's participation in the Program, or any request by the Grower for resolution of a dispute arising between the Grower and Syngenta by virtue of the Grower's participation in the Program, must be made in writing to Syngenta by no later than 60 days after receipt of the Program rebate. If a claim, or a request for dispute resolution, has not been made by that time, the Grower shall have no further rights to make any such claim or request.
- 18. Terms:** The terms of this Program, as set out in these Rules and Regulations, and any other Program materials or documentation, constitute the entire understanding between the parties and supersede any and all prior agreements, understandings, representations or arrangements, whether oral or written, between the parties relating to the Program. No agent, employee or representative of Syngenta, or other person, is authorized to offer or make any other warranties, guarantees, conditions or representations with respect to the Grower's participation in the Program, other than as set out in the Rules and Regulations. No amendment, change, modification or alteration of the Rules and Regulations for the Program shall be binding upon Syngenta unless made in writing and expressly agreed to in writing by Syngenta.
- 19. Prior Notice:** Syngenta reserves the right to change the Rules and Regulations of this Program without prior notice.

For further information, please contact our Customer interaction Centre at 1-87-SYNGENTA (1-877-964-3682) or visit our website at [www.Syngenta.ca](http://www.Syngenta.ca)

**Always read and follow label directions.** Cruiser Maxx® Vibrance® Beans is an on-seed application of Cruiser Maxx Beans seed treatment insecticide/fungicide and Vibrance® 500 FS seed treatment fungicide. Vibrance® Maxx is an on-seed application of (i) Vibrance 500FS Seed Treatment fungicide; and (ii) Apron Maxx RTA Seed Treatment Fungicide or Apron Maxx RFC Seed Treatment Fungicide. Orondis™ is a co-pack of Orondis A and Orondis B. Trivapro™ is a co-pack of Trivapro A and Trivapro B. Corn and soybean seed treated with thiamethoxam are classified as a Class 12 pesticide in Ontario. Corn and soybean seeds which are not Class 12 pesticides are also available for sale from Syngenta. Aatrex®, Actara®, Actigard®, Acuron™, Agri-Mek®, Apron Maxx®, Aprovia™, Astound®, Axial®, Boundary®, Bravo®, Callisto®, Cruiser Maxx®, Dual II Magnum®, Elatus™, Endigo®, Flexstar®, Force®, Fulfill®, Gesagard®, Halex®, Inspire®, Lumax®, Magnum®, Matador®, Maxim®, Mertect®, Partner Program™, Peak®, Primextra®, Orondis™, Quadris®, Quadris Top®, Quilt®, Reflex®, Reglone®, Revus®, Ridomil Gold®, Scholar®, Stadium™, Switch®, Target®, Tilt®, Topas®, Trivapro™, Vanguard®, Venture®, Vibrance®, Voliam Xpress®, the Alliance Frame, the Purpose Icon and the Syngenta logo are trademarks of a Syngenta Group Company. Allegro® is a trademark of ISK Biosciences Corporation. © 2018 Syngenta.