

**THE CLIMATE CORPORATION  
2017 CLIMATE FIELDVIEW™ CORN DISEASE IMAGE CONTEST  
OFFICIAL RULES**

**NO PURCHASE NECESSARY TO ENTER OR WIN. VOID WHERE PROHIBITED BY LAW.**

1. **Sponsor.** The Sponsor of this Contest is The Climate Corporation (the “Sponsor”), with a principal place of business at 201 Third Street, Suite 1100, San Francisco, CA 94103.
2. **Terms and Conditions.** By participating in the Contest, all entrants fully and unconditionally accept and agree to be bound by these Official Rules, and represent and warrant that they meet the eligibility requirements set forth herein. In addition, entrants agree to accept the decisions of Sponsor as final and binding as it relates to the Contest. Entrants further agree that the Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and agree to be bound by all decisions made in good faith by the Sponsor, or its designee.
3. **Eligibility.** The 2017 Climate FieldView™ Corn Disease Image Contest (the “Contest”) is open to high school chapters of the National FFA Organization and collegiate chapters of the National Postsecondary Agricultural Student Organizations located in Illinois, Indiana, Iowa, Missouri, Nebraska and Wisconsin (“Entrant”). **No one may enter in his or her individual capacity.** An authorized agent of an Entrant may enter on behalf of the Entrant; however, entries will be deemed to be the entries of the Entrant, not of the agent. To be eligible to submit entries on behalf of the Entrant, an authorized agent must be the teacher advisor for the entering chapter or otherwise have obtained permission from the Entrant to participate in this Contest. **By submitting an entry, each agent hereby represents that he or she is authorized to enter the Contest on behalf of the Entrant, and further represents that participation in the Contest does not violate any chapter policies or any laws, association rules or policies applicable to Entrant. Each agent also represents and agrees to cause the Entrant to be bound, and abide, by these Official Rules.** Sponsor reserves the right to disqualify an Entrant if an individual has improperly entered the Contest on the Entrant’s behalf.

**THIS CONTEST IS VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.**

Each Entrant hereby acknowledges that they will be responsible for ensuring use of standard safety procedures and compliance with these Official Rules by all participating agents, including participating students, of the Entrant. Additionally, Entrant represents and warrants that it will ensure proper adult supervision of participating students, including on all property visits and interactions with third parties under these Official Rules.

4. **Entry Period.** The Contest begins on May 10, 2017 at 12:00:01 AM Central Time and ends on September 1, 2017 at 11:59:59 PM Central Time (the “Entry Period”). Sponsor’s internal business computer will be the official clock of this Contest.
5. **Entry.** To enter, visit [www.climate.com/diseaseproject](http://www.climate.com/diseaseproject) and provide the following information about the Entrant: name of the school with which the Entrant is affiliated, the advisor contact name, the Entrant’s address, and the Advisor’s phone number and e-mail during the Entry Period.

Sponsor will contact the person indicated in the entry as the contact person/advisor for said chapter to verify the Entrant’s participation is authorized. Illegible or incomplete entries will be disqualified, in

Sponsor's sole discretion.

Sponsor reserves the right in its sole discretion to disqualify any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or well-being of any Entrant or participating student, or if it is determined the Entrant has not complied with these Official Rules. Limit one entry per person.

## 6. Contest Requirements:

- a. Each Entrant must register for the Contest by completing the entry form.
- b. All participating students of the Entrant and said students' parent or guardian must sign a provided release form **PRIOR TO** taking any steps described under these Official Rules. Signed release forms must be sent to **diseaseproject@climate.com**. Entrants hereby represent and warrant that they will not allow any student to participate until they have received such fully executed release.
- c. Entrant must receive permission and a signed release form from each farmer whose farm property the Entrant and its participating students would like to enter and photograph **PRIOR TO** the Entrant or its participating students entering said property. Signed release forms must be added as photo in a scouting pin at the entrance of each field. Entrants hereby represent and warrant that they will not enter onto any property for which they do not have permission and a signed release form by an authorized decision maker for the property.
- d. Entrant and its participating students must share and utilize the Climate FieldView application to create 'scouting pins' of the following corn diseases and stresses:
  - Diseases that cause foliar damage:
    - Northern Corn Leaf Blight (NCLB)
    - Gray Leaf Spot (GLS)
    - Southern Rust (SR)
    - Goss's Wilt (GW)
    - Anthracnose Leaf Blight (ALB)
    - Northern Corn Leaf Spot (NCLS)
    - Southern Leaf Blight (SLB)
    - Common Rust (CR)
    - Eye Spot (ES)
  - Non-disease stresses that cause foliar damage:
    - Insect damage
    - Nutrient deficiency
    - Chemical injury
    - Leaf scorch
    - Mechanical damage (hail, machinery, etc)
- e. When reporting an area of disease or stress, the Entrant and its participating students must:
  - Have an adult supervisor with them on all property visits and interactions with third

parties pursuant to these Official Rules.

- Create a scouting pin, at the entrance of the field, with a photo of the signed release from the farmer for each respective field.
- Create a scouting pin in the Climate FieldView application at the location in the field, or at a different location so long as the Entrant provides the correct GPS coordinates for the field in which the picture was taken;
- Start the scouting notes with the Registration Tag/ID provided by The Climate Corporation with the registration confirmation details
- Include at least one picture taken at the specific location in the field. The picture(s) must be a focused view of the disease lesions or stress damage. The leaf or other location of the damage should occupy at least  $\frac{3}{4}$  of the total photograph;
- Provide information regarding the suspected foliar disease/stress (if multiple diseases or stresses are visible, these should all be included in the scouting notes) and the severity of the foliar damage (by noting mild, moderate or severe); and
- Submit each pin/photo/description prior to the end of the Entry Period.

f. The top three Entrants, from each state, with the highest number of scouting pin submissions at the end of the Entry Period will be awarded Prizes (as defined below).

7. **PUBLICITY RELEASE.** By submitting a photo and submission, each Entrant fully agrees to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display such photo(s) and submission(s) and any and all other text accompanying the scouting pin submission 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 without limitation for promotional or marketing purposes. Each Entrant also grants a waiver and full release relating to the entry, including without limitation, waiving rights of publicity or privacy of the Entrant. If requested, Entrant will sign any documents that may be required for Sponsor or its designees to make use of the photo and submission, including a Winner's Release prepared by Sponsor. By entering, Entrant warrants and represents that it is the sole and exclusive owner of the photo(s) and submission(s) and the photo(s) and submission(s) will not infringe on any rights of any third parties, and you further agree that your photo(s) and submission(s) conform to these Official Rules.

All entries and scouting pin submissions will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. In Sponsor's sole discretion, entries that do not comply with these Official Rules may result in disqualification. Incomplete or illegible entries will not be considered. Any attempt to submit a scouting pin by using multiple identities, registrations, logins, or any other methods may void entries and may result in being disqualified from the Contest. Any use of robotic, repetitive, automatic, programmed or similar entry methods or agents (including, but not limited to, sweepstakes entry services) will void all entries. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or wellbeing of any Entrant, or if it is determined the Entrant has not complied with applicable laws.

8. **Winner Selection.** On or about September 29, 2017, Sponsor will select the top three (3) Entrants, from each state, from both FFA and PAS organizations, who submitted the highest number of scouting pins. Winners will be notified through the contact information provided on the entry form. Scouting pins with an identical photograph as another previously submitted scouting pin will not be awarded points. Entrant

is responsible for ensuring the accessibility of the submitted photograph. In the event that a submitted photograph file is corrupt, no points will be awarded.

In the event of a tie for the top three winners, Sponsor, in its sole discretion, will select a winner based on the quality of photos and accompanying written submissions. Decisions of the Sponsor will be final and binding on all matters relating to this Contest. The Prizes are not transferable. No substitution or cash redemption of the Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Odds of winning depend on the number of entries that are received during the Entry Period.

9. **Prizes.**

- a. **First Place Prize.** The Entrant from each state with the greatest number of scouting pins placed on the FieldView app will win \$500 (the "First Place Prize").
- b. **Second Place Prize.** The Entrant from each state with the second greatest number of scouting pins placed on the FieldView app will win \$350 (the "Second Place Prize").
- c. **Third Place Prize.** The Entrant from each state with the third greatest number of scouting pins placed on the FieldView app will win \$150 (the "Third Place Prize", and collectively with the First Place Prize and Second Place Prize, the "Prizes").
- d. If a Prize or any portion thereof cannot be awarded for any reason, Sponsor reserves the right to substitute such prize with another prize of equal or greater value. The potential winners will be notified by e-mail or telephone at the e-mail address or telephone number provided on the entry form within 10 business days of the winner selection. If a potential winner cannot be reached, does not respond within five business days of the first notification attempt, is found to be ineligible, or declines to accept the Prize, the potential winner may be disqualified in Sponsor's sole discretion, and in such case Sponsor may select an alternate winner, based on the judging criteria, from remaining eligible entries. In the event that the selected winner chooses not to accept its Prize, is not in compliance with the rules, or is unable to be notified of winning, such Prize will be forfeited and an alternate winner may be selected from all of the remaining qualified entries, based on the judging criteria set forth in these Official Rules. Sponsor shall have no liability for a winner's failure to receive notices due to the winner's spam, junk e-mail, voicemail malfunction or other security settings or for winner's provision of incorrect or otherwise non-functioning contact information.

10. **Other Requirements.** The potential winner will be required to complete, sign, and return to Sponsor an Affidavit of Eligibility and Publicity/Liability Release and Assignment each within 14 days of receipt of such document from Sponsor. If such documents are not returned to Sponsor prior to such deadline, any prize won may be forfeited in Sponsor's sole discretion, such potential winner shall be disqualified, and an alternate winner may be selected by Sponsor from the remaining eligible entries.

11. **Entries.** All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. Entries that do not comply with these Official Rules of the Contest will result in disqualification. Incomplete or illegible entries will not be considered. Entries will be void if electronically or mechanically reproduced, forged, defective, altered or obtained through unauthorized channels or if they contain production, typographical, electronic, mechanical or other errors. Sponsor reserves the right, in its sole discretion, to disqualify any entry at any time which, in Sponsor's opinion, is offensive, contains unsuitable material, endangers the safety or

wellbeing of any Entrant, or if it is determined the Entrant has not complied with these Official Rules or applicable laws. Limit one entry per household, regardless of method of entry. Entries in excess of limit are void.

12. **Privacy Policy.** Except as set forth in these Official Rules, information provided in connection with the Contest shall be handled in accordance with Sponsor's Privacy Policy, located at <https://climate.com/legal/privacy-policy>.
13. **Taxes.** As required by federal law, Sponsor will report the names of such winners and the value of the prize won by the winner to the Internal Revenue Service. Any and all prize-related expenses, including without limitation any and all federal, state, and/or local taxes shall be the sole responsibility of the winner. Appropriate tax forms must be received by Sponsor before prizes of a value of \$599 or more are released. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the Prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may select an alternate winner, based on the judging criteria, from remaining eligible entries.
14. **Compliance with Laws.** Receipt of any Prize or Grand Prize offered in this Contest is conditioned upon the Entrant's compliance with these Official Rules and all federal and state laws and regulations. **ANY VIOLATION OF THESE OFFICIAL RULES BY ANY WINNER (AT SPONSOR'S SOLE DISCRETION) WILL RESULT IN SUCH WINNER'S DISQUALIFICATION AS WINNER OF THE CONTEST AND ALL WINNER PRIVILEGES WILL BE IMMEDIATELY TERMINATED.** If any provision of these Official Rules shall be deemed to violate any federal, state or municipal law, it shall be amended to conform to such law and all other provisions shall remain in full force and effect.
15. **Additional Conditions.** In the event of non-compliance with these Official Rules, a winner may forfeit any prize won and an alternate winner may be selected. Each Entrant agrees to, accepts and shall abide by these Official Rules of this Contest and agrees that any dispute with regard to the conduct of this Contest, rule interpretation or award of any prize, shall be resolved by Sponsor, in its sole discretion. Sponsor is not responsible for any typographical or other errors in the printing of these Official Rules, administration of this Contest or in the announcement of any winner(s) or prize(s). Use of any automated entry software is prohibited. Mechanically reproduced or faxed entries are void. Sponsor and any telephone network or service provider are not responsible for late, lost, stolen, illegible, incomplete, misdirected, incorrect or inaccurate transcription of entry information, human, printing or other errors, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, line failures of any telephone network, computer equipment or software, inability to access any web site or online service, or any injury or damage to Entrant's or any other person's computer related to or resulting from participation in or downloading of any materials for this Contest, or any other technical or other error or malfunction. Entry materials that have been tampered with or altered are void.
16. **Termination.** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Contest. Examples of reasons for termination or modification of the Contest may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Contest due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control.

Sponsor reserves the right at its sole discretion to disqualify any individual who tampers or attempts to tamper with the entry process or the operation of the Contest or website or violates these Official Rules.

Entry materials that have been tampered with or altered are void. **ANY ATTEMPT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, THE SPONSOR RESERVED THE RIGHT TO SEEK DAMAGES OR OTHER REMEDIES FROM ANY SUCH ENTRANT(S) RESPONSIBLE FOR THE ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.**

17. **Hold Harmless/Release. RELEASE AND HOLD HARMLESS. BY ENTERING THIS CONTEST, THE ENTRANT AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS AND REPRESENTATIVES HEREBY AGREE TO RELEASE, INDEMNIFY AND HOLD HARMLESS SPONSOR, ITS PARENTS, SUBSIDIARIES AND AFFILIATED ENTITIES, AND EACH OF THEIR DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, AGENTS, AND REPRESENTATIVES FROM ANY DAMAGE, INJURY, EXPENSE, COST, DEATH, LOSS, CLAIM, ACTION, DEMAND, OR OTHER LIABILITY THAT MAY ARISE IN CONNECTION WITH THE CONTEST, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF SPONSOR OR NOT, INCLUDING ALL CLAIMS OR THREATENED CLAIMS RELATING TO (A) PARTICIPATION IN THE CONTEST; (B) ACCEPTANCE, POSSESSION, USE OR MISUSE OF ANY PRIZE OR GRAND PRIZE (INCLUDING ANY PERSONAL INJURY, DEATH AND/OR PROPERTY DAMAGE); (C) TECHNICAL FAILURES OF ANY KIND; (D) ELECTRONIC OR HUMAN ERROR WHICH MAY OCCUR IN THE ADMINISTRATION OF THE CONTEST OR PROCESSING OF ENTRIES.**
18. **Miscellaneous. THIS CONTEST IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF CALIFORNIA WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES.** Each Entrant agrees that any and all disputes, claims, and causes of action arising out of or in connection with this Contest, or any prize awarded, shall be resolved individually, without resort to any form of class action, and any judicial proceeding shall take place in a federal or state court in San Francisco County, California. All issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, or the rights and obligations of Entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with the laws of the State of California, without giving effect to any choice of law or conflict of law rules or provisions.
19. **Winners List.** To obtain a list of the Contest winners, please visit [www.climate.com/diseaseproject](http://www.climate.com/diseaseproject).
20. **Copy of Rules.** To obtain a copy of the Official Rules for the Contest, please visit [www.climate.com/diseaseproject](http://www.climate.com/diseaseproject). For questions or additional Contest details, please email [diseaseproject@climate.com](mailto:diseaseproject@climate.com).