

## 2019 The Watch Sweepstakes Official Rules

**NO PURCHASE NECESSARY. A PURCHASE WILL NOT INCREASE YOUR CHANCES OF WINNING. VOID WHERE PROHIBITED BY LAW, RULE, REGULATION OR ORDINANCE.** The 2019 The Watch Sweepstakes (the “Sweepstakes”) begins at 12:00:01 a.m. Central Time on July 15, 2019 and ends at 11:59:59 p.m. Central Time on August 25, 2019 (the “Sweepstakes Period”). Sponsor’s internal business computer will be the official clock of this Sweepstakes.

1. **Terms and Conditions.** By participating in the Sweepstakes, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of the Sponsor as final and binding as it relates to the Sweepstakes. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.

2. **Eligibility.** The Sweepstakes is open to legal U.S. residents, excluding residents of Rhode Island, who (a) are at least 18 years of age and the age of majority in their state of residence, (b) have or open a free Twitter account during the Sweepstakes Period, and (c) are commercial farmers and/or seed retailers (each eligible individual, an “Entrant”).

3. **Entry.** During the Sweepstakes Period, an eligible person can enter by logging into his or her Twitter account and tweeting an original photograph of themselves setting up or checking their sticky traps for corn rootworm with the hashtags #RootwormWatch and #contest (each, an “Entry Tweet”). To be a valid entry, all Entry Tweets must:

- Include one (1) photo of Entrant setting up or checking sticky traps used for scouting corn rootworms;
- Include the hashtags “#RootwormWatch” and “#contest”;
- Be original, and not include or reference any persons other than the Entrant, or any brands, logos, names or creative works, other than those created by or owned by either Entrant or Sponsor;
- Not be offensive or disparaging or infringing of any rights of others, and be in good taste and appropriate for the Twitter audience and Sponsor’s followers, in Sponsor’s sole discretion; and
- Comply with all Twitter Terms of Service and Rules and these Official Rules.

By sending an Entry Tweet that complies with the above, a person will have one entry in the Sweepstakes. An eligible person can enter up to one time per Entry Week (as defined below) during the Sweepstakes Period; however, Entrants wishing to submit multiple Entry Tweets during the Sweepstakes Period should submit different photos rather than re-entering photos that have been previously submitted. Re-tweeting an Entry Tweet will not count as an additional entry. No Entrant may use more than one Twitter account to enter the Sweepstakes.

By entering, a person agrees to adhere to these Official Rules and all rules established by Twitter. Each Entrant hereby grants a complete release of Twitter from all claims, losses and harms that the Entrant may allege or incur relating to this Sweepstakes, and acknowledges and agrees that this Sweepstakes is in no way sponsored, endorsed or administered by, or associated with, Twitter.

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 the rules of the Sweepstakes will result in disqualification. Incomplete or illegible entries or entry material 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. Sweepstakes is subject to change without notification 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 person, or if it is determined the Entrant has not complied with these Official Rules. Sponsor is not responsible for lost, late, stolen, damaged, incomplete, invalid, un-intelligible, garbled, delayed, not visible or misdirected entries; all of which will be void in Sponsor's sole discretion. In the event of a dispute as to any entry, the Authorized Account Holder of the email address associated with the Twitter account used to enter will be deemed to be the Entrant. The "**Authorized Account Holder**" is the natural person assigned an email address by an internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners may be required to show proof of being the Authorized Account Holders.

**4. License Grant. Entering this Sweepstakes constitutes Entrant's full agreement to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Entry Tweet 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 by re-tweeting an Entry Tweet for promotional or marketing purposes or otherwise using it in connection with Sponsor's social media accounts. Entrant also grants a waiver and full release relating to the Entry Tweets, including without limitation waiving rights of publicity or privacy of Entrant. If requested, Entrant will sign any documents that may be required for Sponsor or its designees to make use of the Entry Tweet and all components thereof. By entering, you warrant and represent that you are the sole and exclusive owner of the Entry Tweet and all components thereof and that the same will not infringe on any rights of any third parties, and you further agree that your Entry Tweet and all components thereof conforms to these Official Rules.**

**5. Winner Selection.**

On or about the following "**Drawing Dates**," Sponsor will randomly select one (1) weekly winner from the compliant Entry Tweets received during the Drawing Periods specified

below to win the applicable Weekly Prize identified below, for a total of four (4) winners. Only one (1) winner will be selected for each Entry Week. No person may be selected as a Weekly Prize winner more than once.

Entry Week	Drawing Period	Drawing Date	Prize / Approximate Retail Value (ARV)
1	7/29 – 8/5/19	8/5/19	Night Vision Monocular ARV: \$149
2	8/5-8/11/19	8/12/19	Smartwatch with Built-In GPS ARV: \$229
3	8/12 – 8/18/19	8/19/19	Outdoor Security Camera ARV: \$206
4	8/19-8/25/19	8/26/19	Trail Camera ARV: \$199

Drawing Periods are based on the North American Central Time Zone. Sponsor will notify potential winners by sending a direct message through Twitter to each potential winner. The potential winners will be required to contact Sponsor within 5 business days and complete, sign and return to Sponsor an Affidavit of Eligibility and Liability/Publicity Release within 14 days of receipt of such documents from Sponsor before accepting the Prize. If such documents are not returned to Sponsor prior to such deadline, any Prize won may be forfeited in Sponsor’s sole discretion. In the event that more than one (1) prospective winner for any particular Prize is inadvertently named, Sponsor will randomly select one winner from among such persons to be deemed the winner.

Except where prohibited by law, the winner also grants Sponsor the right to use the winner’s submission, full name, hometown, images and likenesses for advertising, publicity and promotion purposes, including print, broadcast and on-line announcements, without further compensation than the said Prize and at no expense to the winner.

This Sweepstakes is not sponsored by, endorsed by, or affiliated with the brand owners of any Prize or any other person or entity other than Sponsor and its affiliates.

6. **Prizes.** Each Entrant who submits an Entry Tweet will receive a Participation Prize and four (4) winners (selected as set forth in Section 5 above) will receive a Weekly Prize. The Participation Prizes and the Weekly Prizes are referred to as a “Prize” and collectively as the “Prizes.”

Participation Prize. Each Entrant who properly submits at least one (1) Entry Tweet during

the Sweepstakes Period will receive a koozie. No Entrant may receive more than one Participation Prize. Approximate retail value of the Participation Prize: \$10.00.

All third-party trademarks associated with the Prizes are owned by their respective owners, none of which are sponsors of this Sweepstakes. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. Sponsor will award the Prizes set out in the chart above to eligible winners that fully comply with these Official Rules. If the 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. Decisions of the Sponsor will be final and binding on all matters relating to this Sweepstakes. The Prizes are not transferable. No substitution or cash redemption of any Prize, or any portion thereof, is allowed, except at the sole discretion of the Sponsor. Sponsor is not responsible for the inability of the winner to accept the Prize or any portion thereof for any reason. Any difference in the stated ARV and the actual value of the Prize will not be awarded. If the potential winner is found to be ineligible, does not comply with these Official Rules 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 in a random drawing from remaining eligible entries.

7. **Odds.** Odds of winning a Weekly Prize depend on the number of entries submitted during each applicable Drawing Period specified above, but are estimated at 1 in 50.

8. **Taxes.** By entering, each Entrant understands and agrees that if he/she wins the Prize, the Entrant is solely responsible for the use, care and maintenance of the Prize, including (without limitation) any and all insurance requirements, licensing requirements, and liability for use. **PRIZES ARE AWARDED "AS IS" WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.** 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. The Internal Revenue Service requires Form 1099-MISC to be issued and filed for each recipient who received a prize/award if the annual aggregate is at least \$600 or more. 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 will select an alternate winner in a random drawing from remaining eligible entries. The winner should consult his/her tax advisor for the proper tax treatment of this income on his/her tax return.

9. **Compliance with Laws.** Receipt of the Prize 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 SWEEPSTAKES 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.

10. **Termination.** Sponsor reserves the right, in its sole discretion and without notice, to cancel, terminate, modify or suspend the Sweepstakes. Examples of reasons for termination or modification of the Sweepstakes may include (without limitation) Sponsor's inability to reasonably or fairly conduct or administer the Sweepstakes due to business changes, viruses, malware, security breaches, non-authorized human intervention, fraud or other causes beyond Sponsor's control. If Sponsor modifies, cancels, terminates or suspends the Sweepstakes, Sponsor may, in its sole discretion, randomly select winners from all eligible, non-suspect, entries received prior to and/or after (if appropriate) the action taken by Sponsor. 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 Sweepstakes or website or violates these Official Rules. Any attempt by an Entrant to deliberately undermine the legitimate operation of the Sweepstakes may be a violation of criminal and civil laws and should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law.

11. **Additional Conditions.** Each Entrant agrees to, accepts and shall abide by these Official Rules of this Sweepstakes and agrees that any dispute with regard to the conduct of this Sweepstakes, rule interpretation or award of the 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 Sweepstakes or in the announcement of any winner(s) or Prize(s).

12. **Hold Harmless/Release.** **BY PARTICIPATING, EACH ENTRANT AGREES TO HOLD HARMLESS SPONSOR, PARTICIPATING SPONSORS, AND ANY OF THEIR RESPECTIVE PARENT COMPANIES, SUBSIDIARIES, AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES AND AGENCIES FROM ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE SUCH PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, COSTS, INJURIES, LOSSES, OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) ARISING OUT OF OR IN CONNECTION WITH THE EVENT OR ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE, PARTICIPATION IN ANY SWEEPSTAKES-RELATED ACTIVITY, OR PARTICIPATION IN THE SWEEPSTAKES, WHETHER UNDER A THEORY OF CONTRACT, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY OR CAUSE OF ACTION.**

13. **Disputes.** THIS SWEEPSTAKES IS GOVERNED BY THE LAWS OF THE UNITED STATES OF AMERICA AND THE STATE OF MISSOURI WITHOUT RESPECT TO CONFLICT OF LAW DOCTRINES. As a condition of participating in this Sweepstakes, the Entrant agrees that any and all disputes which cannot be resolved between the parties, and causes of action arising out of or connected with this Sweepstakes, shall be resolved individually, without resort to any form of class action, exclusively before a court located in Missouri having jurisdiction. Further, in any such dispute, under no circumstances will participant be permitted to obtain awards for, and

hereby waives all rights to claim, punitive, incidental, or consequential damages, including reasonable attorneys' fees, other than participant's actual out-of-pocket expenses (i.e. costs associated with entering this Sweepstakes), and participant further waives all rights to have damages multiplied or increased.

14. **Winners List/Official Rules.** To obtain a list of the Sweepstakes winners or the Sweepstakes Rules, visit [www.genuity.com/thewatchrules](http://www.genuity.com/thewatchrules).

15. **Sponsor.** The sponsor of this Sweepstakes is Monsanto Company, 800 N. Lindbergh Boulevard, St. Louis, MO 63167.

#### **Abbreviated Rules for Use in Advertisements**

NO PURCHASE NECESSARY TO ENTER OR WIN. PURCHASE WILL NOT INCREASE CHANCES OF WINNING. Open to legal U.S. residents, excluding residents of RI, who are: (a) 18+ years of age and the age of majority in his/her state; (b) have or open a Twitter account; and (c) are commercial farmers and/or seed retailers. Enter by tweeting a photo of yourself setting up or checking a sticky trap between 7/15-8/25/19 using #RootwormWatch and #contest as set out in the Official Rules. Approx. Retail Value (ARV) of koozie: \$10. ARV of Weekly Prizes between \$149-229. Odds depend on number of entries each week but estimated at 1:50. For a copy of the Official Rules, visit [www.genuity.com/thewatchrules](http://www.genuity.com/thewatchrules). Sponsor: Monsanto Company, 800 N. Lindbergh St. Louis, MO 63167. All trademarks are the property of their respective owners.

#### **Abbreviated Rules for Use in Tweets and Posts**

NoPurchNec. Ends 8/25. Open to certain farmers and seed retailers 18+. Rules, eligibility, odds, ARV:  
[www.genuity.com/thewatchrules](http://www.genuity.com/thewatchrules).

#### **Kit Giveaway Rules**

\*Kit includes 4 traps. Must be a U.S. commercial corn farmer, agronomist or crop consultant, age 18+. To qualify, sign up for The Watch and provide your mailing address by 8/19/19. Limited number available. Valid only while supplies last. Retail value: \$20. Restrictions may apply. Sponsor reserves the right to extend, modify or discontinue this offer at any time without notice. Sponsor: Monsanto Company, 800 N. Lindbergh Blvd, St. Louis, MO 63167.