

SEMENCES PROGRAIN INC. PROMOTIONAL CONTEST RULES

“Discover Asia with Prograin!”

THIS PROMOTIONAL CONTEST “Discover Asia with Prograin” OF SEMENCES PROGRAIN INC. (the “Sponsor”) IS BEING RUN SOLELY IN THE FOLLOWING CANADIAN PROVINCES AND IS SOLELY INTENDED FOR CANADIAN RESIDENTS OF THESE PROVINCES: QUÉBEC, ONTARIO, NEW BRUNSWICK AND PRINCE EDWARD ISLAND (the “Contest”). THE CONTEST AS WELL AS THESE CONTEST RULES (the “Rules”) MUST BE INTERPRETED AND GOVERNED BY THE LAWS OF THE PROVINCE OF QUÉBEC AS WELL AS BY THE APPLICABLE CANADIAN LAWS. **NO PURCHASE NECESSARY.** VOID IN WHOLE OR IN PART WHERE PROHIBITED BY LAW. ENTRY IN THIS CONTEST CONSTITUTES ACCEPTANCE OF THE RULES.

ADMINISTRATION

This Contest is administered by the Sponsor. Subject to the applicable law, all of the decisions of the Contest Sponsor are final and binding in all matters related to the Contest.

ELIGIBILITY

The Contest is reserved for Canadian residents of the provinces of Québec, Prince Edward Island, New Brunswick and Ontario who have reached the age of majority in their respective province of residence at the time of entry.

You must be physically able and legally authorized to travel outside of Canada and hold a valid passport until August 31, 2020 (i.e. approximately six months after the return date from the Grand Prize trip). A copy of your passport meeting the above-mentioned conditions must be sent to the Sponsor before October 30, 2019 if you are a Grand Prize Winner under these rules.

The Contest Sponsor’s employees, representatives and agents (including its subsidiaries, affiliates, advertising and promotional agencies, and all Authorized Dealers (as defined below)), as well as their immediate family and persons living under the same roof, may not enter the Contest. For the purposes of this Contest, the expression “immediate family” means parents, brothers and sisters and children, whether they reside or not at the same address.

CONTEST PERIOD

The Contest begins at 12 p.m. noon (ET) on September 1, 2017 and ends at 5 p.m. (ET) on August 1, 2019 (the “Contest Period”). Only entries received during the Contest Period, in accordance with the “How to Enter” section below, will be entered in the Contest and be eligible.

HOW TO ENTER:

To enter the Contest, you must use one of the methods described below. You do not necessarily have to purchase something to enter the Contest. No entries will be accepted by any other means than the following:

- i) **Purchase of soybean seed.** You can enter the Contest by purchasing Quali-Pro® and/or IP soybean seeds from the Sponsor’s authorized seed dealers in your province of residence, as mentioned in the appended Schedule A (“Authorized Dealers”). You will receive an entry confirmation as follows: i) You will be given one chance for every 25 units purchased from an Authorized Dealer, up to a maximum of 400 units per year, between September 1st, 2017 and August 31, 2018 (the “First Year”) and between September 1st, 2018 and August 31, 2019 (the “Second Year”) (either in tote bags or

pouches or a combination of the two; for example 50 pouches or one tote bag and 20 pouches); and ii) you will get five (5) additional chances when you purchase Quali-Pro and/or IP seeds of similar or higher value from an Authorized Dealer for a Second consecutive Year, provided that the number of units purchased during the Second Year is not less than 75% of the quantity purchased during the First Year; or

- ii) **Enter the Contest without a purchase.** You can also enter the Contest without making a purchase by mailing a handwritten letter a maximum of two hundred (200) words long that explains why you would like to win the trip to Asia and including your contact information, in particular a phone number and an email address that the Sponsor will use solely for the purposes of this contest, along with a pre-addressed stamped envelope to: "DISCOVER ASIA WITH PROGRAIN" CONTEST, to the attention of Alexandre Beaudoin, Semences Prograin Inc., 145, rang du Bas de la Rivière Nord, Saint-Césaire (Québec) J0L 1T0, Canada. LIMIT OF ONE LETTER PER RESIDENCE DURING THE ENTIRE CONTEST PERIOD.

PRIZES

Twenty (20) trips to Taiwan and Beijing organized by the Sponsor through a travel agency of its choosing, as detailed in the Detailed Description (defined below), with all expenses paid, except for the Other Expenses (as defined below), lasting twelve (12) days, which will tentatively take place from the 20th of January 2020 to the 31st of January 2020 having an approximate retail value of \$6,000 each (collectively, the "Grand Prizes" and individually a "Grand Prize").

The actual retail value may vary depending on certain factors, in particular the airport and departure date chosen. The Grand Prize winners (as defined below) will not be entitled to the difference between the actual value and the approximate retail value of the Grand Prize. No compensation shall be paid or claimed if the actual value of the Grand Prize is less than its approximate value. The Grand Prize Winner and/or the person accompanying him (the "Guest") will be responsible for all expenses other than those specifically mentioned in the Detailed Description (as defined below) of the Grand Prizes (i.e. the "Other Expenses"). Indeed, a Winner may invite a person of his choice to go on the trip. However, the Guest must pay for the total value of the Grand Prize and Other Expenses when he makes his reservation.

"Other Expenses" include, but are not limited to, all the other expenses not included in the Detailed Description of the Grand Prize, namely personal insurance fees, fees for acquiring a valid passport and a visa, cost of travel to the airport, parking fee for their vehicle, excess baggage fees, fees for vaccinations and medication, insurance fees, lost baggage, medical expenses, tips, alcohol and service charges not included by the Sponsor, optional excursions or guided tours not included, Internet, telephone or cell phone usage charges and any other expenses of a personal nature.

Here is the detailed description of the prize ("**Detailed Description**"):

- A "one-way" flight for one (1) person in economy class from the Montréal International Airport to Taipei (Taiwan). A "one-way" flight for one (1) person in economy class from the Taipei International Airport to Beijing (China). A "one-way" flight for one (1) person in economy class from the Beijing International Airport to Montréal.
- Hotel accommodation for eleven (11) nights for two (2) persons (standard room, double occupancy) in Taiwan and in China (the specific hotels will be chosen by the Sponsor at its sole discretion).

- Air conditioned coach transportation for the entire trip in Taiwan and China.
- Meals for one (1) person in Taiwan and China. The meals consist of one breakfast, one lunch and one supper. Non-alcoholic and alcoholic beverages may be served during lunch and supper at the sole discretion of the Sponsor.
- The entrance fees for one (1) person for the scheduled activities in Taiwan and China.

THE SPONSOR SHALL NOT BE RESPONSIBLE FOR THE CANCELLATION, POSTPONEMENT, SUSPENSION OR RESCHEDULING OF THE GRAND PRIZE, FOR ANY REASON WHATSOEVER, LOST BAGGAGE AND PROBLEMS WITH CUSTOMS AND ENTRANCE INTO THE COUNTRY CONCERNED BY THIS CONTEST. TRAVEL AND ACCOMMODATION ARE SUBJECT TO AVAILABILITY, BLACKOUT PERIODS, GOVERNMENT RESTRICTIONS AND REGULATIONS, HOTEL, AIRLINE, AIRPORT AND OTHER TRANSPORTATION RESTRICTIONS AND REGULATIONS. OTHER RESTRICTIONS MAY APPLY. THE GRAND PRIZE WINNER CANNOT CHANGE THE TRAVEL ARRANGEMENTS ONCE THE RESERVATIONS HAVE BEEN CONFIRMED. THE GRAND PRIZE CANNOT BE USED TOWARDS ANY TRAVELLER REWARDS OR LOYALTY PROGRAM WHATSOEVER. THE GRAND PRIZE WINNER AND HIS GUEST MUST HOLD A VALID PASSPORT, AS WELL AS ALL THE OTHER TRAVEL DOCUMENTS REQUIRED PRIOR TO THEIR DEPARTURE.

THE GRAND PRIZE MUST BE ACCEPTED AS AWARDED AND CANNOT BE TRANSFERRED, ASSIGNED, SUBSTITUTED OR EXCHANGED FOR CASH, EXCEPT AT THE SOLE DISCRETION OF THE SPONSOR, WHICH RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO SUBSTITUTE A PRIZE OF EQUAL OR GREATER VALUE IF, FOR SOME REASON, THE GRAND PRIZE CANNOT BE AWARDED AS ANNOUNCED.

DRAW

A random draw will take place on Thursday, September 26, 2019 at 10 AM (ET), which will be supervised by three of the Sponsor's employees, at 145, rang du Bas de la Rivière Nord, Saint-Césaire (Québec) J0L 1T0, Canada, to randomly select twenty (20) Contest entrants, from among all of the eligible entries received during the Contest Period, as potential winners of the Grand Prizes (the "**Potential Winners**"). Odds of winning the Grand Prizes depend on the number of eligible entries received during the Contest Period.

NOTIFICATION

The Potential Winners will be contacted by telephone or email no later than 12 noon (ET) Thursday, September 26, 2019 to tell them how to claim their Grand Prizes. Potential Winners who do not answer the call or who do not call back or respond to the Sponsor's email within seventy-two (72) hours following the first contact attempt by the Sponsor may be eliminated, at the sole discretion of the Sponsor. In the latter case, the Sponsor reserves the right to draw at random the name of one or more other Potential Winners (depending on the responses obtained during the first attempt), who it will attempt to reach in the aforementioned manner and who may also be eliminated in the same manner if the same circumstances occur.

Before being declared the Grand Prize winners ("**Grand Prize Winners**"), the Potential Winners must also, within ten (10) days of being contacted by the Sponsor, otherwise they could be disqualified by the Sponsor at its sole discretion:

- i) accept and sign a declaration and release form, in which they declare the following, in particular: they have read, understood and complied with the Contest Rules; they give all of the consents required under the Rules; they authorize the Contest Sponsor to distribute and publish their name, photograph, video and voice in relation to any promotion or advertising, or for general information or entertainment purposes, without compensation to the selected entrant; they accept the Grand Prizes; they release the Contest Sponsor from any liability that may arise in particular from their participation in the Contest or from the awarding or use of the Grand Prizes; and
- ii) correctly answer a mathematical skill-testing question.

Once the aforementioned conditions have been met, but within a maximum of thirty (30) days after the Potential Winners have been contacted by the Sponsor, the latter will confirm the Grand Prize Winners and contact them by phone or email to explain how they can claim their Prizes. The Sponsor will give the Grand Prize Winners written confirmation within thirty (30) days following the date they are named the Grand Prize Winners.

PUBLICITY

By entering this contest, all Entrants selected authorize the organizers and their representatives to use, at their discretion, their name, picture, photo, likeness and/or voice to inform, through all media, that they have won, without any form of compensation.

GENERAL CONDITIONS AND LIMITATION OF LIABILITY

The Contest Sponsor makes no representation, warranty or guarantee with respect to the Grand Prizes and assumes no liability with respect to the Grand Prizes. The Grand Prizes must be accepted as awarded. No substitution is permitted. The Contest Sponsor however reserves the right to change the Grand Prizes or substitute other prizes of an equivalent or greater value, at its sole discretion. The Grand Prizes are non-transferable and cannot be exchanged for cash.

If, in the opinion of the Contest Sponsor, and at its sole discretion, the Contest cannot be run as planned or if the administration, security, impartiality, integrity or proper conduct of the Contest is affected or jeopardized, in particular due to a computer system failure caused by a virus, unauthorized intervention, fraud, outage or any other cause outside of its control, the Contest Sponsor reserves the right to cancel, stop, modify or suspend the Contest, in particular cancel any method of entry. The Contest Sponsor reserves the right, at its sole discretion, to disqualify any person who seeks to tamper with the Contest entries or operation of the contest, who violates these Rules or interferes with the smooth operation of the Contest in any way whatsoever.

THE SPONSOR ASSUMES NO LIABILITY OR OBLIGATION WITH RESPECT TO THE CONTEST, PRIZES AND CONTEST ENTRY METHODS. BY ENTERING THE CONTEST, THE ENTRANTS AGREE TO INDEMNIFY AND HOLD HARMLESS THE SPONSOR FROM ANY LIABILITY WITH RESPECT TO ANY HARM, LOSS, ANY DAMAGE THAT THEY THEMSELVES, THE GUEST, THE SPONSOR OR ANY OTHER PERSON MAY INCUR AS A RESULT OF ACCEPTING, OWNING AND USING THE PRIZE AND THEIR PARTICIPATION IN THE CONTEST.

BEHAVIOUR

By entering this Contest, THE ENTRANTS AGREE TO BE BOUND BY THE RULES, WHICH ARE AVAILABLE AT EACH AUTHORIZED DEALER AND CAN BE OBTAINED BY WRITING TO SEMENCES PROGRAIN INC., 145, RANG DU BAS DE LA RIVIÈRE NORD, SAINT-CÉSAIRE (QUÉBEC) J0L 1T0, CANADA THROUGHOUT

THE CONTEST PERIOD. In addition, the entrants agree to be bound by the Sponsor's decisions, which shall be final and binding in every respect, subject to the applicable law. The Sponsor reserves the right, at its sole discretion, to disqualify an entrant who: a) violates the Rules; b) tampers or attempts to tamper with the entry process or operation of the Contest or the Contest Web site; c) acts in an underhanded or pernicious manner or attempts to annoy, impersonate, threaten or harass any other person. Entry forms or any other entry method and other elements used in relation to this Contest that are falsified, altered, reproduced, stolen, transferred, bartered, traded, auctioned (including but not limited to on an auction website), unissued, unauthorized, obtained illegally, or contain or reflect errors will be disqualified. CAUTION: ANY ATTEMPT TO INTENTIONALLY DAMAGE THE CONTEST WEBSITE OR ANY OTHER RELATED WEBSITE OR TO COMPROMISE THE LEGITIMATE OPERATION OF THE CONTEST BY ATTEMPTING TO ENTER THE CONTEST FRAUDULENTLY OR TO INFLUENCE THE RESULTS MAY CONSTITUTE A VIOLATION OF THE APPLICABLE CRIMINAL AND CIVIL CODE. IN THE EVENT OF SUCH AN ATTEMPT, THE SPONSOR RESERVES THE RIGHT TO CLAIM DAMAGES TO THE EXTENT PERMITTED BY LAW WHICH INCLUDES, WITHOUT BEING LIMITED TO, CRIMINAL PROSECUTION. ENTRANTS INVOLVED IN THIS TYPE OF ACTIVITY WILL BE DISQUALIFIED AND WILL LOSE ANY PRIZE THEY MAY HAVE WON.

PROTECTION OF PERSONAL INFORMATION

By entering the Contest, all entrants permit the Sponsor to use their personal information for Contest administration purposes. The Contest Grand Prize Winners permit the Sponsor to use their name, city, province of residence, photo, likeness, voice, comments regarding the Contest, the Sponsor and the description of the Grand Prizes for advertising or promotional purposes, in particular on the Sponsor's web site or on any other current or future medium. The personal information will not be provided to any third party, except as stated in the Rules. The Sponsor will only use the personal information for the purposes related to this Contest and will protect all of the personal information in accordance with the applicable law.

INTELLECTUAL PROPERTY

All intellectual property, including but not limited to, trademarks, trade names, logos, designs, promotional materials, web pages, source codes, drawings, illustrations, symbols, slogans and representations are owned by the Sponsor. All rights are reserved. Unauthorized copying or use of any material protected by a copyright or intellectual property without the express written consent of the Sponsor is strictly prohibited.

TERMINATION OR MODIFICATION OF THE CONTEST

Subject to the approval of the Régie des alcools, des courses et des jeux (the " Régie") of Québec, the Sponsor reserves the right, at its sole discretion, to terminate all or part of the contest and/or to change, amend or suspend the Contest and/or Rules in any way at any time for any reason whatsoever and without notice.

APPLICABLE LAW

These Rules are the official Contest rules. The Contest is void where prohibited by law and is subject to all federal and provincial laws and to all municipal bylaws. The Rules may be changed without notice to comply with applicable federal and provincial laws and municipal bylaws. Any dispute regarding the organization or conduct of a publicity contest may be submitted to the Régie des alcools, des courses et des jeux for a ruling. Any dispute regarding the awarding of a prize may only be submitted to the Régie for the purpose of helping the parties reach a settlement.

SCHEDULE A
AUTHORIZED SEED DEALERS

Québec

AGROCENTRE FARNHAM
AGROCENTRE FERTIBEC INC.
AGROCENTRE LANAUDIERE INC.
AGROCENTRE ST-HYACINTHE
AGROCENTRE ST-PIE
AGROCENTRE VINISOL INC.
BOURASSA AGRO-SERVICE
ENGRAIS DUCHARME INC.
FERME HEBERT & LEVESQUE
FERME M. E. F. MARLEAU INC.
FERME M.B.GOERIG ENR.
MEUNERIE DEUX MONTAGNES ENR.
SEMENCES PROGRAIN
SEMESTRIE INC.
SERVICES AGRICOLES GRONDIN
SOCIETE MAJECO INC.
SYN-AGRI

Ontario

HURON PERTH AG SERVICE INC.
MARC LEMOINE ENTREPRISES INC.
MATHESON'S CUSTOMS
MUNRO AGROMART LTD
RIVEREDGE FARMS
SEMENCES SUPREME SEEDS
SUMMIT SEEDS

Prince Edward Island

CARDIGAN FEED SERVICE LTD

New Brunswick

GRAINS DE L'EST INC.