

**BASF CANADA NATIONAL CHEMISTRY WEEK AND KIDS' LAB
AT ROM
NOMINATION PROCESS RULES AND REGULATIONS**

1. NOMINATION PERIOD:

The BASF Canada Kids' Lab Nomination Process (the "**Nomination Process**") is sponsored by BASF Canada Inc. o/a BASF Canada (the "**Sponsor**"). The nomination period begins on May 28, 2024 at 12:00:00 a.m. Eastern Time ("**ET**") and ends on July 30, 2024 at 11:59:59 p.m. ET (the "**Nomination Period**").

2. ELIGIBILITY TO MAKE A NOMINATION:

To participate in the Nomination Process, you must be:

- A resident of Canada who has reached the legal age of majority in your province/territory of residence; and
- Any Worker, Partner or Customer of the Sponsor or one of its subsidiaries or affiliates in Canada.
- Any Worker, Visitor or Patron of the Host (Royal Ontario Museum) or one of its subsidiaries or affiliates in Canada.
- Any Educators or Teachers in Canada.

"Worker" means any employee of the Sponsor or Host (Royal Ontario Museum), persons engaged through a placement agency, and contract workers who are characterized by the Sponsor or Host, as independent or dependent contractors.

3. AGREEMENT TO BE LEGALLY BOUND BY RULES:

By participating in this Nomination Process, you are signifying your agreement that you have read and agree to be legally bound by these Official Rules and Regulations (the "**Rules**").

4. HOW TO MAKE A NOMINATION:

NO PURCHASE NECESSARY. During the Nomination Period, you can make a maximum of one (1) nomination (a "**Nomination**") by going to <https://www.basf.com/ca/en/social-engagement/basf-canada-offers-kids--lab-experience-at-the-rom-to-classrooms.html> (the "**Website**") and following the on-screen prompts to obtain and fully complete the Official Nomination Form (the "**Form**") with all required information. Among other things, the Form includes a requirement to provide a submission (a "**Submission**") that nominates one (1) classroom (a "**Classroom**" – subject to the *School and Classroom Requirements* noted below) that you would like to be a recipient of a Nomination Process (as defined below in Rule 9). To be eligible, your Submission must indicate: (i) the name of the school (the "**School**") associated with the Classroom; (ii) the city/town and province/territory where the School is located; (iii) your connection to the Classroom. When all required steps of the nomination process are complete, follow the on-screen prompts to submit the Form.

School and Classroom Requirements:

To be eligible to be nominated, a Classroom must satisfy the following criteria (as determined by the Sponsor in its sole and absolute discretion):

- The Classroom must be a Grade 3 and/or Grade 4 class in the 2024-2025 school year; and
- The Classroom must be associated with a School that is located in the Greater Toronto Area, ON

To be eligible, all content and materials associated with your Nomination (collectively, your “**Nomination Materials**”) must: (i) be submitted and received during the Nomination Period; (ii) include all required components and materials noted above; and (iii) be in accordance with these Rules, including, but not limited to, the specific Submission Requirements listed below in Rule 7 (all as determined by Sponsor in its sole and absolute discretion).

5. NOMINATION LIMIT AND CONDITIONS:

There is a limit of one (1) Nomination per person. Having said that, the same Classroom can be nominated by multiple eligible participants in accordance with these Rules. If it is discovered by the Sponsor (using any evidence or other information made available to or otherwise discovered by the Sponsor) that any person has attempted to: (i) submit more than one (1) Nomination; and/or (ii) use multiple names, multiple identities, multiple email addresses, any automated, macro, script, robotic or other system(s) or program(s), and/or any other means not in keeping with the Sponsor’s interpretation of the letter and/or spirit of these Rules to enter or otherwise participate in or to disrupt this Nomination Process; then he/she may be disqualified from the Nomination Process in the sole and absolute discretion of the Sponsor.

The Sponsor, its parent companies, subsidiaries, affiliates, nomination process suppliers, advertising/promotion agencies and any other individual(s), entity or entities involved in the development, production, implementation, administration, judging or fulfillment of the Nomination Process (collectively with the Sponsor, the “**Nomination Parties**”), and each of their respective agents, employees, directors, successors, and assigns (collectively, the “**Released Parties**”) are not responsible for, and accept no liability whatsoever in relation to, any late, lost, misdirected, delayed, incomplete or incompatible Nominations and/or Nomination Materials (all of which are void). A Nomination may be rejected if, in the sole and absolute discretion of the Sponsor: (i) the Nomination (including, but not limited to, any associated Nomination Materials) is not submitted and received in accordance with these Rules during the Nomination Period; and/or (ii) the Nomination Materials accompanying the Nomination are not in compliance with these Rules (including, but not limited to, the specific Submission Requirements listed below in Rule 7) (all as determined by Sponsor in its sole and absolute discretion).

IMPORTANT NOTE: Individuals may encourage others to submit a Nomination; however, no form of incentive, inducement, payment, prize or chance of receiving any incentive, inducement,

payment or prize, whether directly or indirectly, may be offered as part of such encouragement in furtherance of receiving such individual's Nomination. In addition, proxy nomination schemes (or anything reasonably resembling a proxy nomination scheme, as determined by Sponsor in its sole and absolute discretion) are hereby expressly prohibited. Any individual or entity determined by the Sponsor and/or its representative(s) to be engaging in any such behaviours and/or in violation of the Sponsor's interpretation of the letter and/or spirit of these Rules (all as determined in the sole and absolute discretion of the Sponsor) will be disqualified.

6. VERIFICATION:

All Nominations, Nomination Materials, Classrooms, Schools and participants are subject to verification at any time and for any reason. The Sponsor reserves the right, in its sole and absolute discretion, to require proof of identity and/or eligibility (in a form acceptable to the Sponsor – including, without limitation, government-issued photo identification): (i) for the purposes of verifying an individual's eligibility to participate in this Nomination Process; (ii) for the purposes of verifying the eligibility and/or legitimacy of any Nomination, Nomination Materials, Classroom, School and/or other information entered (or purportedly entered) for the purposes of this Nomination Process; and/or (iii) for any other reason the Sponsor deems necessary, in its sole and absolute discretion, for the purposes of administering this Nomination Process in accordance with the Sponsor's interpretation of the letter and spirit of these Rules. Failure to provide such proof to the complete satisfaction of the Sponsor within the timeline specified by the Sponsor may result in disqualification in the sole and absolute discretion of the Sponsor. The sole determinant of the time for the purposes of this Nomination Process will be the official time-keeping device(s) of the Sponsor.

7. SUBMISSION REQUIREMENTS:

BY SUBMITTING A NOMINATION, YOU AGREE THAT THE NOMINATION (AND EACH INDIVIDUAL COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS) COMPLIES WITH ALL CONDITIONS STATED IN THESE RULES. THE RELEASED PARTIES WILL BEAR NO LIABILITY WHATSOEVER REGARDING: (I) THE USE OF YOUR NOMINATION (OR ANY COMPONENT THEREOF – INCLUDING, WITHOUT LIMITATION, THE NOMINATION MATERIALS); (II) PARTICIPATION IN ANY NOMINATION PROCESS-RELATED ACTIVITIES; AND/OR (III) ANY USE, COLLECTION, STORAGE AND DISCLOSURE OF ANY PERSONAL INFORMATION. THE RELEASED PARTIES SHALL BE HELD HARMLESS BY YOU IN THE EVENT IT IS DISCOVERED THAT YOU HAVE DEPARTED FROM OR NOT OTHERWISE FULLY COMPLIED WITH ANY OF THESE RULES.

By participating in the Nomination Process, each participant hereby warrants and represents that any Nomination Materials he/she submits:

- (i) are original to him/her and that the participant has obtained all necessary rights in and to the Nomination Materials for the purposes of entering such Nomination Materials in the Nomination Process;
- (ii) do not violate any law, statute, ordinance or regulation;
- (iii) do not contain any reference to or likeness of any identifiable third parties (other than a School), unless consent has been obtained from all such individuals and

their parent/legal guardian if they are under the age of majority in their jurisdiction of residence;

- (iv) will not give rise to any claims whatsoever, including, without limitation, claims of infringement, invasion of privacy or publicity, or infringe on any rights and/or interests of any third party; and
- (v) are not defamatory, trade libelous or obscene, and further that they will not contain, depict, include, discuss or involve any materials that are or could be considered inappropriate, unsuitable or offensive, all as determined by the Sponsor in its sole and absolute discretion.

The Sponsor and/or its promotional agency or designated content moderator (the “ **Reviewer**”) reserves the right to screen all Nomination Materials. Any Nomination Materials that the Reviewer deems, in its sole and absolute discretion, to violate the terms and conditions set forth in these Rules are subject to disqualification – in which case the Sponsor reserves the right, in its sole discretion, to take whatever action it deems necessary based on the circumstances – including, without limitation, disqualifying the Nomination Materials (and therefore the corresponding Nomination and/or the associated Classroom) – to help ensure that the Nomination Process is being conducted in accordance with the Sponsor’s interpretation of the letter and spirit of these Rules.

8. **LICENSE:**

By participating in the Nomination Process and submitting a Nomination, each participant: (i) grants to the Sponsor, in perpetuity, a non-exclusive license to publish, display, reproduce, modify, edit or otherwise use his/her Nomination Materials (and each component thereof), in whole or in part, for advertising or promoting the Nomination Process or for any other reason; (ii) waives all moral rights in and to his/her Nomination Materials (and each component thereof) in favour of the Sponsor (and anyone authorized by the Sponsor to use such Nomination Materials); and (iii) agrees to release and hold harmless the Released Parties from and against any and all claims, damages, liabilities, costs, and expenses arising from use of his/her Nomination Materials (or any component thereof), including, without limitation, any claim based on publicity rights, defamation, invasion of privacy, copyright infringement, trade-mark infringement or any other intellectual property related or other cause of action whatsoever.

9. **NOMINATION AWARDS:**

There will be a total of 5 schools selected (each a “**Selected School**”). Each will be granted for 2 classrooms:

- A full-day field trip which includes:
 - A 30-minute BASF Kids' Lab experiment "The Rainbow Connection";
 - A 30-minute extended learning experience with a tour guide; and
 - Self-guided time to discover the museum and its exhibitions (“**Nomination Award**”).

Details on the BASF Kids’ Lab and National Chemistry Week at ROM can be found at <https://www.basf.com/ca/en/social-engagement/basf-canada-offers-kids--lab-experience-at-the-rom-to-classrooms.html>

[*Please note that each school will be responsible for their travel and travel costs. Special consideration will also be taken for low income schools with diverse populations.](#)

In relation to each Nomination Award, Sponsor agrees to abide by any policy of a School (or a school board with jurisdiction over such School) with respect to the awarding of nominations and other benefits from third parties. Further, Sponsor will not intervene in any decision made by a School (or a school board with jurisdiction over such School) that purports to prevent the School from receiving the Nomination Award for any reason. In any such case, the Sponsor reserves the right, in its sole and absolute discretion, to select another School if the School associated with a winning Nomination cannot accept the Nomination Award as offered for any reason. Each recipient School is solely responsible for the reporting and payment of any taxes relating to the Nomination Award.

For the avoidance of any doubt, eligible participants who make a Nomination will NOT receive any award or other benefit in relation to this Nomination Award.

Each Nomination Award must be accepted as awarded and is not transferable or assignable. No substitutions are permitted, except at Sponsor's option. Sponsor reserves the right, in its sole and absolute discretion, to substitute any Nomination Award or a component thereof with an award of equal or greater value.

None of the Released Parties makes any representation or offers any warranty, express or implied, as to the quality or fitness of any Nomination Award awarded in connection with the Nomination Process. To the fullest extent permitted by applicable law, each Nomination Award recipient understands and acknowledges that he or she may not seek reimbursement or pursue any legal or equitable remedy from either the Sponsor or any of the other Released Parties should the Nomination Award fail to be fit for its purpose or is in any way unsatisfactory.

10. ELIGIBLE WINNER SELECTION PROCESS:

A panel of judges (the "**Nomination Process Judges**") appointed by the Sponsor will judge each eligible Classroom that received at least one (1) eligible Nomination in accordance with these Rules on the basis of the following weighted criteria:

Criteria	Weighting
1. The number of eligible Nominations received in accordance with these Rules	50%
2. The number of eligible Nominations received for underrepresented schools and those with a diverse population in accordance with these Rules	50%
Total Score	Maximum 100%

Each Classroom will be given a score (the "**Score**") by the Nomination Process Judges. Each School will then be given an overall ranking based on the aggregate Scores of the Classrooms in that School. Odds of being selected as an eligible awarded Classroom or School depend on the number and calibre of eligible Nominations submitted and received in accordance with these Rules. The top five (5) Schools based on overall ranking (as determined by the Nomination Process Judges, in their sole and absolute discretion) will each be selected as the eligible winner. In the event of a tie between two or more Schools then both Schools will be selected as the eligible winner. The top two Classrooms based on Score in each of the Selected Schools will be selected as the eligible winner of a Nomination Award. In the event of a tie between two or more eligible Classrooms based on Score, the eligible Classroom will be selected by the Principal of the School.

11. ELIGIBLE WINNING CLASSROOM/SCHOOL CONFIRMATION PROCESS:

NO CLASSROOM/SCHOOL IS A WINNER UNLESS AND UNTIL THE SPONSOR OFFICIALLY CONFIRMS THE CLASSROOM/SCHOOL AS A WINNER IN ACCORDANCE WITH THESE RULES. For the purposes of this Nomination Process, the School associated with each eligible winning Classroom must designate one (1) authorized representative who must: (i) be a legal resident of Canada; (ii) have reached the legal age of majority in his/her province/territory of residence; and (iii) have the authority to legally bind the School. The Sponsor reserves the right, in its sole and absolute discretion, to require proof, in form and substance satisfactory to the Sponsor, that the person accepting the Nomination Award on behalf of the School is, in fact, a duly authorized representative of the School who meets the criteria noted above. Prior to being eligible to receive the Nomination Award, the authorized representative for each School must sign and return within 14 business days of notification the Sponsor's declaration and release form, which (among other things): (i) acknowledges acceptance of the Nomination Award as awarded; (ii) acknowledges responsibility for covering their own travel and costs associated with travel to ROM, and (iii) releases the Released Parties from any and all liability in connection with the awarding and use/misuse of the Nomination Award or any portion thereof; and (iiii) agrees to the publication, reproduction and/or other use of the School's name and/or photograph or other likeness without further notice or compensation, in any publicity or advertisement carried out by or on behalf of the Sponsor in any manner whatsoever, including print, broadcast or the internet. If the authorized representative of a School: (a) fails to return the properly executed Nomination Process documents within the specified time; and/or (b) cannot accept the Nomination Award for any reason; then that School will forfeit all rights to a Nomination Award and the Sponsor reserves the right, in its sole and absolute discretion and time permitting, to select an alternate School for the applicable Nomination Award (in which case the foregoing provisions of this section shall apply to such newly selected School).

12. GENERAL CONDITIONS:

The decisions of the Sponsor with respect to all aspects of this Nomination Award are final and binding on all participants without right of appeal. ANY INDIVIDUAL OR ENTITY DEEMED BY THE SPONSOR TO BE IN VIOLATION OF THE SPONSOR'S INTERPRETATION OF THE LETTER AND/OR SPIRIT OF THESE RULES FOR ANY REASON IS SUBJECT TO DISQUALIFICATION IN THE SOLE AND ABSOLUTE DISCRETION OF THE SPONSOR AT ANY TIME.

The Released Parties will not be liable for: (i) any failure of the Website or any other website or platform during the Nomination Process; (ii) any technical malfunction or other problems of any nature whatsoever, including, without limitation, those relating to the telephone network or lines, computer on-line systems, servers, access providers, computer equipment or software; (iii) the failure of any Nomination, Nomination Materials and/or other information to be received, captured or recorded for any reason whatsoever, including, but not limited to, technical problems or traffic congestion on the internet or at any website; (iv) any injury or damage to a participant's or any other person's computer or other device related to or resulting from participating in the Nomination

Process; (v) anyone being incorrectly and/or mistakenly identified as a winner or eligible winner; and/or (vi) any combination of the above.

The Sponsor reserves the right, in its sole and absolute discretion, to withdraw, amend or suspend this Nomination Process (or to amend these Rules) in any way, in the event of any cause beyond the reasonable control of the Sponsor that interferes with the proper conduct of this Nomination Process as contemplated by these Rules, including, without limitation, any error, problem, computer virus, bugs, tampering, unauthorized intervention, fraud or failure of any kind whatsoever. Any attempt to undermine the legitimate operation of this Nomination Process in any way (as determined by Sponsor in its sole and absolute discretion) may be a violation of criminal and civil laws and should such an attempt be made, the Sponsor reserves the right to seek remedies and damages to the fullest extent permitted by law. The Sponsor reserves the right, in its sole and absolute discretion, to cancel, amend or suspend this Nomination Process, or to amend these Rules, in any way without prior notice or obligation, in the event of any accident, printing, administrative, or other error of any kind, or for any other reason whatsoever.

By entering this Nomination Process, each participant expressly consents to the Sponsor, its agents and/or representatives, storing, sharing and using the personal information submitted for the purpose of administering the Nomination Process and in accordance with Sponsor's privacy policy (available at: [Data privacy \(basf.com\)](https://www.basf.com/Data-privacy)). This section does not limit any other consent(s) that an individual may provide the Sponsor or others in relation to the collection, use and/or disclosure of their personal information.

The Sponsor reserves the right, in its sole and absolute discretion, to adjust any of the dates, timeframes and/or other Nomination Process mechanics stipulated in these Rules, to the extent deemed necessary by Sponsor, for purposes of verifying compliance by any participant, Classroom, School, Nomination, Nomination Materials and/or other information with these Rules, or as a result of any technical or other problems, or in light of any other circumstances which, in the opinion of the Sponsor, in its sole and absolute discretion, affect the proper administration of the Nomination Process as contemplated in these Rules, or for any other reason.

In the event of any discrepancy or inconsistency between the terms and conditions of these Rules and disclosures or other statements contained in any Nomination Process-related materials, including, but not limited to, advertising and/or any instructions or interpretations of these Rules given by any representative of the Sponsor, the terms and conditions of these English Rules shall prevail, govern and control to the fullest extent permitted by law.

The invalidity or unenforceability of any provision of these Rules shall not affect the validity or enforceability of any other provision. In the event that any provision is determined to be invalid or otherwise unenforceable or illegal, these Rules shall otherwise remain in effect and shall be construed in accordance with the terms as if the invalid or illegal provision were not contained herein.

To the fullest extent permitted by applicable law, all issues and questions concerning the construction, validity, interpretation and enforceability of these Rules or the rights and obligations of participants, Sponsor or any of the other the Released Parties in connection with the Nomination Process will be governed by and construed in accordance with the domestic laws of the Province of Ontario and the federal laws of Canada applicable therein, without giving effect to any choice of

law or conflict of law rules or provisions that would cause the application of any other jurisdiction's laws. The parties hereby consent to the exclusive jurisdiction and venue of the courts located in Ontario in any action to enforce (or otherwise relating to) these Rules or relating to this Nomination Process.