

2009 Secure Optimal Yield (SOY) Challenge Contest Official Rules and Regulations

The following contest is offered by the American Soybean Association (“Host Organization”) and BASF Corporation (“Sponsor”) in the United States. Do not enter this contest if you were not 21 years of age or older as of January 20, 2009 or if you are not a legal resident of and currently residing in the United States. This contest will be evaluated and construed according to U.S. law.

Subject to all federal, state, local and municipal laws and regulations. Void where prohibited by law.

Contest Description

SOY Challenge Contest entrants will submit success stories in the form of written testimonials, photos and/or videos on topics related to taking part in the joint ASA/BASF SOY Challenge. All submissions will be judged on relevant content and overall composition and creativity by a panel of judges.

Contest Timing

Contest will begin February 1, 2009 at 12:00 a.m. Eastern Standard Time and end December 4, 2009 at 11:59 p.m. Eastern Standard Time.

Contest Entry

Entries will be accepted between February 1, 2009 and December 4, 2009 by contacting BASF at 1-866-315-9487 for submission instructions or by mail at:

SOY Challenge
BASF Corporation
c/o Jon Sweat
PO Box 13528 (Physical address is 26 Davis Drive)
Research Triangle Park, NC 27709

Entrant Qualifications

Grower entrants must be 21 years of age or older, residents of the United States, and actively engaged in commercial production of soybeans.

Participating retailer representatives must be employed by a distribution organization that retails BASF Corporation pesticide products and that has sold such products to the entering grower's operation within 12 months prior to contest entry.

Qualified growers may submit as many entries as they desire, however no entrant will be awarded more than one prize.

Submission Formats

Testimonials shall not exceed 500 words in length. Essays may be submitted in Word (.doc), text (.txt) or Acrobat (.pdf) formats. Hard copy essays may be submitted to contest headquarters address on 8.5 x 11 inch paper, typed, double-spaced. All essays submitted become property of BASF and will only be returned if accompanied by a self-addressed, stamped envelope.

Photographs submitted digitally should not exceed 3 megabytes (MB) in size and shall be submitted in common digital formats such as .jpeg or .tif. Photo prints may also be submitted by mail; they shall not exceed 8x10 inches in size. Any tape or other media submitted becomes property of BASF Corporation and will only be returned if accompanied by a self-addressed, stamped envelope.

Videos submitted shall not exceed 3 minutes in length, and may be submitted in .mpeg or other common format. Videotape (8 mm, VHS, S-VHS, DV) may also be submitted to the contest headquarters. Any tape or other media submitted becomes property of BASF Corporation and will only be returned if accompanied by a self-addressed, stamped envelope.

Entries must be submitted on this general subject:

"How taking part in the ASA/BASF SOY Challenge has helped me be a more successful soybean producer."

Entries must include either a written account or photography/videography of how taking part in the SOY Challenge has helped them be a more successful soybean producer. Entrants must address one or more benefits they have or expect to experience by using a SOY program. Photos/videos must reflect approved use of products in accordance with all label requirements and any additional local regulations.

Entries perceived by the sponsor or judges to portray obscene, profane, violent, sexually explicit, discriminatory, indecent, unsafe/or other morally or legally objectionable conduct will result in disqualification of the entry and the corresponding entrant. By participating in this contest, entrants acknowledge and agree that neither host organization, sponsor, nor its parent, affiliated or subsidiary companies, advertising, promotion and judging agencies, nor their respective shareholders directors, officers, employees or agencies will have any liability whatsoever for any injuries, losses or damages of any kind, including but not limited to bodily injury or death, caused by or in connection with participation in this contest, including any such occurrences as may take place in conjunction with any prizes won in this contest.

Judging

Eligible entries will be judged by a panel of BASF and ASA judges based on three criteria: 1) Quality of execution (50%); 2) Creativity/uniqueness of idea (25%) 3) Effectiveness in portraying a key benefit of participating in the SOY Challenge (25%). The entry scoring highest based on the criteria listed above shall, pending eligibility verification, be deemed the Grand

Prize winner. The entries scoring the second and third highest based on the criteria listed above shall, pending eligibility verification, be deemed the Runner-up Cash Prize winners.

Winners will be determined and announced on or around December 15, 2009. The decisions of the judges will be final and binding on all matters related to the contest. In the event of a tie, the entries involved in the tie will be re-judged by an additional qualified judge (selected by BASF) who will serve as a tiebreaker and who will evaluate the entries according to the criteria listed above.

Prizes

The Grand Prize winning entrant will be awarded a 2010 Dodge Pickup Truck (or an equivalent vehicle of BASF's choosing with a value not to exceed \$40,000). The Grand Prize winner will receive a check in the amount of \$5,000 to help cover related taxes associated with winning the Grand Prize. In addition the Grand Prize winner will receive two (2) roundtrip airline tickets and four (4) nights lodging at a hotel at or near the 2010 Commodity Classic in Anaheim, CA. Tickets and hotel accommodations at the discretion of BASF and based on availability.

Two Runner-up Cash Prizes will be awarded in the amount of \$2,000. Runner-up prize winners will receive two (2) roundtrip airline tickets and four (4) nights lodging at a hotel at or near the 2010 Commodity Classic in Anaheim, CA. Tickets and hotel accommodations at the discretion of BASF and based on availability.

Each winning entrant's designated retailer representative, as indicated on the official entry form, will be awarded with a \$500 Cabela's® gift certificate, so long as he/she meets the qualifications set forth below. (Limit one retailer representative per entry.)

All prizes will be awarded provided they are properly claimed in accordance with the Official Rules. Prizes are not transferable. No cash redemptions or prize substitutions permitted, except by Sponsor, who may substitute a prize of equal or greater value if advertised prize becomes unavailable.

General Rules and Conditions

- Subject to all federal, state and local regulations.
- All taxes, licensing, registration and other fees in excess of \$5,000 per grower Grand Prize winner are the sole responsibility of the winner. Each winner will be required to provide BASF with a completed Form W-9 as a condition to receiving their prize.
- All entries submitted are property of BASF Corporation. By submitting, entrant grants permission for BASF to use any or all parts of entry for publicity purposes, including but not limited to, posting on websites, sales support materials (e.g., brochures, presentations) and other communications tools without further compensation to entrant.
- All entrants and prize winners agree to allow their name and likeness to be used by BASF Corporation and the American Soybean Association for promotional purposes with no further compensation. Winners will be required to sign a release form pursuant to receiving their prize.

- All potential winners will be notified by overnight mail. Potential winners must execute and return an affidavit of eligibility, liability release, and publicity release, and documents satisfactory to Sponsor establishing ownership of all elements of the winner's entry. Such documents must be returned to Sponsor within ten (10) days of receipt of notification of prize or prize will be forfeited and an alternate winner selected on the basis of the criteria specified above. If prize notification or any prize is returned as undeliverable, potential winner will be disqualified and prize will be forfeited.

By entering this contest, all entrants agree that neither the Sponsor, American Soybean Association ("ASA"), Sponsor's advertising and promotions agencies, nor its parent, affiliated or subsidiary companies, advertising, promotion and judging agencies, nor their respective shareholders directors, officers, employees or agencies will have any liability whatsoever for any injuries, losses or damages of any kind, including but not limited to bodily injury or death, caused by or in connection with participation in this contest, including use or mis-use of any prize or participation in any prize-related activity or use by the Sponsor of the entry in any manner. Winners further acknowledge that the above parties are in no manner responsible or liable for, and specifically disclaim, any warranty, representation or guarantee, express or implied, in fact or in law, relative to any prize or portion thereof, including but not limited to the prize's quality, mechanical condition, or fitness for a particular purpose. Submission of entry by entrants and Acceptance of a prize by all winners will constitute and signify the entrant's and winner's agreement and consent to the ASA's Sponsor's (and/or Sponsor's assignees) use of the entrant's and winner's entry, name, photograph(s), likeness, and/or prize information for promotional purposes in commerce and in all media worldwide now known or hereinafter developed, without limitation and without notice or consideration to the entrant/winner. Submission of an entry grants ASA, Sponsor and its agents the right to use, publish, adapt, edit and/or modify the entry in any way, in commerce and in all media worldwide now known or hereinafter developed, without limitation and without notice or consideration to the entrant. Submission of any entry further constitutes the entrant's assignment and transfer to the Sponsor any and all rights, title, and interest in and to the entry, including, without limitation, any and all intellectual property rights. If for any reason this contest is not capable of operating as planned by any cause, which in the sole opinion of the Sponsor corrupts or affects the administration, security, fairness, integrity or proper conduct of the contest, Sponsor reserves the right at its sole discretion to cancel, terminate, modify or suspend this contest and determine winners, based on criteria stated herein, from eligible, non-suspect entries received prior to the time such action was taken, or as otherwise deemed fair and equitable by the Sponsor. Entries and all musical, audio, or audio-visual portion of the video or photograph must be the sole and original creation of the entrants who submit them; may not have won previous awards, and must not infringe on the rights of any person or entity. The right to submit or for BASF to use an entry must not be restricted in any way. Modifying, enhancing or altering a third party's preexisting work does not qualify as entrant's original creation. By entering, entrants agree that all issues and questions concerning the construction, validity, interpretation and enforceability of these Official Rules, entrant's rights, and obligations, or the rights and obligations of the Sponsor in connection with this contest, will be governed by and construed in accordance with the laws of the State of North Carolina, without giving effect to any choice of law or conflict of law rules. Sponsor reserves the right to take such action as it deems necessary to enforce these Official Rules and ensure the fair operation of this contest including without limitation barring entrants who do not comply with

these Official Rules. By entering, entrants consent to the jurisdiction and venue of the federal, state and local courts located in North Carolina.

Limitations of Liability

Neither ASA, Sponsor nor its agencies are responsible for lost, interrupted, or unavailable satellite, network, server, Internet Service Provider (ISP), website, or any other connections, availability, accessibility or traffic congestion, or miscommunications, or failed server, network, telephone, satellite or cable hardware, software or lines, or technical failure, or scrambled, delayed, or misdirected transmissions, or computer hardware or software malfunctions, failures or difficulties, or other errors of any kind whether human, mechanical, electronic, or network, or the incorrect or inaccurate capture, or loss of, any such information.

Neither ASA, Sponsor nor its agencies are responsible for any incorrect or inaccurate information, whether caused by website users or by any equipment or programming associated with or utilized in this contest and assume no responsibility for any error, omission, interruption, deletion, defect, or delay in operation or transmission, communications or line failure, theft or destruction or unauthorized access to, or tampering with or hacking of contest website. Sponsor reserves the right, at its sole discretion, to disqualify any individual it finds may be tampering with the entry process or operation of this contest or website, or may be acting in violation of the terms of the website, or may be acting in any unsportsmanlike or disruptive manner, or with intent to threaten, abuse, or harass any other person. Any attempt to deliberately damage any website or undermine the legitimate operation of this contest may be unlawful and subject to legal action by Sponsor or its agents.

Winners List

For the names of winners, send a self-addressed stamped envelope after 8/1/2008 to: SOY Challenge Contest Headquarters (C/O Sandi Wilson), 26 Davis Drive (PO Box 13528), Research Triangle Park, NC 27709. Requests must be received by 2/1/10. Winners list will be sent after all winners are verified.

Host Organization
American Soybean Association
12125 Woodcrest Executive Drive
Suite 100
Saint Louis, MO 63141

Sponsor
BASF Corporation Agricultural Products Group
26 Davis Drive
Research Triangle Park, NC 27709