

## BAYER ALKA-ROCKET CHALLENGE OFFICIAL RULES

NO PURCHASE NECESSARY TO ENTER OR WIN. MAKING A PURCHASE WILL NOT IMPROVE YOUR CHANCES OF WINNING. **Bayer Alka-Rocket Challenge (“Promotion”) begins at 9:00:00 AM Eastern Time (“ET”) on May, 16, 2019 and ends at 11:59:59 PM ET on December 12, 2019 (“Promotion Period”). The promotion contains a contest of skill (“Contest”).** *The computer clock of Sponsor is the official time-keeping device in the Promotion.*

**PROMOTION DESCRIPTION:** The Bayer Alka-Rocket Challenge (“Promotion”) consists of (i) a design and video submission (the “Contest”) and (ii) a finalist challenge (the “Challenge”) (collectively, the Contest and Challenge are referred to herein as the “Promotion”). The Promotion will take place from May 16, 2019 through December 12, 2019. The intent of the Promotion is to invite participants to upload an original Alka-Rocket design and video submission. Each Promotion entry must clearly reflect the judging criteria, as defined below. The Promotion will include a round of judging to determine four (4) Finalists (“Promotion Finalists”), and a round of public voting to determine one (1) finalist (each, a “Promotion Finalist”), as further described herein. Teams that are selected as Finalists will be required to travel to the “Kennedy Space Center” located in Florida to participate in the Bayer Alka-Rocket Challenge (the “Challenge”).

By participating in the Promotion, each participant (“Entrant”) unconditionally accepts and agrees to comply with, and abide by these Official Rules and the decisions of Bayer U.S., LLC (“Sponsor”) which shall be final and binding in all respects

### **ELIGIBILITY:**

The Promotion is open only to teams of students currently attending a U.S. Accredited University and Higher Education Schools. The official list of U.S. Accredited University and Higher Education Schools can be accessed through the U.S. Department of Education’s website <https://www.ed.gov/accreditation>. Team members who graduate prior to - or who are not enrolled at their school on December 12, 2019 - may still participate in their team’s submission process ending November 1, 2019, but those individuals will not be eligible for any potential prizes or to participate in the launch event with their team on December 12, 2019. Employees, officers and directors of Bayer U.S. (the “Sponsor”), and any of its subsidiaries and affiliates, Guinness World Records™, their respective parent companies, affiliates, subsidiaries, advertising, and fulfillment and marketing agencies, (collectively, “Promotion Parties”) their immediate families (parent, child, sibling & spouse and their respective spouses, regardless of where they reside) and persons living in the same households as such individuals (whether related or not) are not eligible to participate in the Promotion. By participating in the Promotion, you release, discharge and hold harmless Promotion Parties, their respective parents, affiliates, subsidiaries, retailers, advertising and promotion agencies and the respective officers, directors, employees and agents of each of the foregoing, from any and all damages whether direct or indirect, which may be due to or arise out of participation in the Promotion or any portion thereof, or the acceptance, use/misuse or possession of any prize. By participating, you agree to these Official Rules and to the decisions of the judges and Sponsor, which are final and binding in all respects. Void where prohibited by law, rule or regulation. All federal, state and local laws and regulations apply.

### **TIMING:**

The Promotion begins at 12:00:01 AM Eastern Time (“ET”) on, May 16, 2019 and ends at 11:59:59 PM ET on Wednesday, December 12, 2019 (the “Promotion Period”) and consists of four (4) periods: The Contest Entry Period, Judging & Finalist Determination/Confirmation Period, Public Voting Period, and Winner Announcement as defined in the chart below. Contest Finalists will be announced on/or about November 18, 2019. The Administrator’s computer is the official timekeeping device for this Promotion.

Periods	Start Time	End Time
Contest Period	May 16, 2019 @12:00:01 AM ET	November 1, 2019 @ 11:59 PM ET
Judging & Finalist Determination	November 1, 2019 @ 12:00:01 AM ET	November 18, 2019 @ 11:59 PM ET
Public Voting Period	November 4, 2019 @ 12:00:01 AM ET	November 15, 2019 @ 11:59 PM ET
Grand Prize Winner	December 12, 2019	

**PRIZES/APPROXIMATE RETAIL VALUE (“ARV”):**

**CONTEST GRAND PRIZE (1):** One (1) Contest Grand Prize will be awarded during the Promotion to the Contest Grand Prize Winning Team which will consist of:

- One (1) check in the amount of \$25,000 awarded to the winning team to be divided evenly among the team members

The Approximate Retail Value (“ARV”) of the Contest Grand Prize is \$25,000

**GUINNESS WORLD RECORDS™ TITLE (1):** One (1) GUINNESS WORLD RECORDS™ title attempt opportunity may be awarded during the promotion to the team that sets a new GUINNESS WORLD RECORDS™ title for the Highest launch of an Alka Rocket. This award will only be distributed in the event that a team sets the new GUINNESS WORLD RECORDS™ title:

- One (1) check in the amount of \$5,000 awarded to the winning team to be divided evenly among team members

The ARV of GUINNESS WORLD RECORDS™ Title is \$5,000

The total ARV of all Promotional Prizes is \$30,000

**THE CONTEST ENTRY PERIOD, HOW TO ENTER THE CONTEST & THE CHALLENGE REQUIREMENTS:**

The Contest Entry Period begins at 12:00:01 AM ET on May 16, 2019 and ends at 11:59:59 PM ET on Wednesday, December 12, 2019. During the Contest Entry Period, go to [www.alkarocketchallenge.com](http://www.alkarocketchallenge.com) (the “Website”) to gain access to the promotion details, submission instructions and entry form. Once at the website, download and complete the entry form. Create and submit a video (a “Video”) showcasing your rocket design and approach, and why you are competing in the Bayer Alka-Rocket Challenge. Your rocket must follow the “Rocket Requirements” outlined below. Your submission may contain up to 10 images of your rocket; however, the minimum requirement is one (1) video.

Video submissions must follow the “Requirements of Submissions” outlined below and can be up to two (2) minutes in length. The video and photo submission requirement is a crucial part of your entry into

the Alka-Rocket Challenge. Judges (and fans!) want to know who you are, what you're doing and why, and how you plan to claim the world record. Be creative and have fun!

If you are submitting an image/images, the acceptable formats include: JPG, PNG or GIF that do not exceed 10MB. Once an entrant submits an application and a video, there will be no access to the original registration information and such entrant will be unable to make any edits or changes. All submissions will be reviewed by the Sponsor. Submissions that do not contain all required submission information as outlined above, or are considered inappropriate for any reason, in the Sponsor's sole discretion, are not eligible. Upon submitting your completed entry form and video, you and your team will receive one (1) Entry into the Contest ("Entry"). Limit of one (1) Entry per team (as defined below), per email address, throughout the Promotion Period.

Once the application form and video are complete, upload and submit to [Carolyn.Nagle@bayer.com](mailto:Carolyn.Nagle@bayer.com).

If you run into any problems with the form and/or uploading your video, please email [Carolyn.Nagle@bayer.com](mailto:Carolyn.Nagle@bayer.com).

Sponsors are not responsible for lost, late, incomplete, illegible, garbled, inaccurate, invalid, misdirected, undelivered, or delayed Entries. No altered or incomplete submissions will be accepted.

Entrants are subject to all notices posted online, including but not limited to the Sponsor's Privacy Policy. Contest Videos may be posted to a public gallery within the Promotion Website (the "Contest Gallery"). The Sponsors will review all submitted Contest Entries prior to such Contest Entries being published and reserves the right in its sole and absolute discretion to reject, disqualify and/or remove any Contest Entry that violates these Official Rules without any notification or warning. Posting to the Contest Gallery does not indicate the Contest Entry has complied with the Official Rules. Sponsors do not guarantee the posting of any Contest Entry.

**ENTRY REQUIREMENTS & CONDITIONS:** All Contest Entries must comply with the following minimum guidelines to be eligible:

**TEAM RESTRICTIONS:** The Entry for a team must come from a single eligible college or university listed in the U.S. Accredited Universities and Higher Education Schools database that can be accessed through the U.S. Department of Education's website <https://www.ed.gov/accreditation>. There is no limit to the number of teams that may enter from a single U.S. Accredited University and Higher Education School. An Alka-Rocket team will consist of no fewer than two (2) students, and all students must attend the same institution. Team members who graduate prior to - or who are not enrolled at their school on December 12, 2019 - may still participate in their team's submission process ending November 1, 2019, but those individuals will not be eligible for any potential prizes or to participate in the launch event with their team on December 12, 2019.

No part of any of these activities for a rocket used in a qualification flight or at the Finals may be done by a company (except by the sale of standard off-the-shelf components available to the general public) or by any person not a student on that team. No student may be on more than one team. A supervising teacher may supervise more than one team.

**SAFETY:**

Safety is paramount.

- All rockets must be built and flown in accordance with FAA guidelines, any applicable local fire regulations, and Federal Aviation Regulations. Rockets flown at the Challenge must have previously flown safely and successfully. Rockets may be inspected before launch and observed during flight by an expert in propulsion/aerospace engineer, provided by Sponsor, whose judgment on their compliance with the Safety Code and with these Official Rules will be final.
- All launched parts of rocket which travel over 6 meters (20 feet) in altitude must have an attached recovery system. This recovery system must be designed to slow the descent of the rocket or any of its components to a downward velocity not exceeding 10 meters per second.
- Creating a rocket that has a “second stage” that boosts under propulsion is not allowed.
- All participants in the launch aspects of the rockets will at a minimum wear laboratory safety glasses.
- Only students necessary for the safe launch of the rocket will be within 10 feet of the launch system.
- Students will use all proper safety equipment prescribed by the manufacturer of any machine or tool being used to construct the rockets or launch systems.
- All videos must show proper safety equipment in use as appropriate.
- The launch system will be constructed such that launches will occur within 5 degrees of vertical for the intended flight path of the rocket.
- Launch systems must be secured to ensure that there is no accidental tipping over of the system.

## **ROCKET REQUIREMENTS**

### Materials:

- Overall length of rockets may not exceed 5 feet.
- Submissions may consist either: 1) A rocket plus a separate launching apparatus and propulsion chamber; or 2) A rocket with an integrated launching system, which may or may not detach after launch.
- Rockets may not be commercially-made kits; the intent is for the students to design and construct a rocket that they design and fabricate.
- Propulsion chamber(s) may be from any materials EXCEPT: metal, aluminum, glass, plexiglass, PVC less than ¼ mm in thickness.
- Rockets may be created from any materials EXCEPT: metal, aluminum, glass, plexiglass, PVC less than ¼ mm in thickness.
- Rockets may include: stabilizing fins, one stage/chamber and one “payload” section.
- The total dimensions of the rocket/launcher system, once fully assembled and properly oriented for launch, must be such that it can be entirely contained within an imaginary cube with the dimensions of 2.5 meters × 2.5 meters × 2.5 meters. (This imaginary cube must be oriented in a way such that the top and bottom faces are perpendicular to the force of earth’s natural gravity.)
- The height of the rocket itself may not exceed 1.5 meters. The height of the rocket will be measured from its highest point to its base when placed on a flat surface.
- Effervescent tablets (i.e. Alka-Seltzer) must be used to create pressure from the water inside the container

- The maximum number of effervescent tablets that can be used in each rocket cannot exceed 100. The minimum number of effervescent tablets that can be used is one.
- No other ingredients besides water and effervescent tablets may be used to create propulsion. Water may not be heated.
- Each launch system will have the means to actively control the start of the launch sequence, will have a pressure relief mechanism that will prevent over-pressurization of the launch system and propulsion chamber (defined as the lowest maximum safe pressure rating of the parts used in the pressurized portion of the launch system), and a safety mechanism that allows for rapid depressurization of the system in the event the launch team desires to abort the launch process prior to the actual launch of the rocket. Students will be required to document their calculations associated with the safety of the launch system and propulsion chamber.
- Teams must not use electrical launch systems or launch pads.
- Rockets must contain one and only one electronic altimeter. The altimeter must be a commercially available model; no originally designed or manufactured altimeters will be allowed. The altimeter will be inspected by an official both before and after the flight, and may not be modified in any manner. The peak altitude of the rocket as recorded by this altimeter and sounded or flashed out on its audible or visible light transmission post-flight will be the sole basis for judging the altitude score and may be used to trigger recovery. Any other additional purpose for the altimeter will not be allowed.

## **REQUIREMENTS OF SUBMISSIONS**

Entries may not contain, as determined by the Sponsor, in its sole discretion, any content that:

- Is sexually explicit; unnecessarily violent or derogatory of any ethnic, racial, gender, religious, professional or age group; profane or pornographic; contains nudity;
- Promotes alcohol, illegal drugs, tobacco, firearms/weapons (or the use of any of the foregoing); promotes any activities that may appear unsafe or dangerous; promotes any particular political agenda or message;
- Is obscene or offensive; endorses any form of hate or hate group;
- Appears to duplicate any other submitted contest entries;
- Defames, misrepresents or contains disparaging remarks about other people or companies;
- Contains trademarks, logos, or trade dress (such as distinctive packaging or building exteriors/interiors) owned by others, without permission;
- Contains any personal identification, such as license plate numbers, personal names, e-mail addresses or street addresses;
- Contains copyrighted materials owned by others (including photographs, sculptures, paintings, and other works of art or images published on or in websites, television, movies or other media), without permission;
- Contains any individual other than the you and/or any materials embodying the names, likenesses, voices, or other indicia identifying any person, including, without limitation, celebrities and/or other public or private figures, living or dead, without providing legal releases for such use in a form satisfactory to Sponsor;
- Contains look-alikes of celebrities or other public or private figures, living or dead;

- Communicates messages or images inconsistent with the positive images and/or good will to which Sponsor wishes to associate; and/or
- Violates any law.

You and your team agree that Promotion Parties are not responsible for any unauthorized use of Entries by third parties. You and your team agree that you will not use the Entry for any other purpose, including, without limitation, posting the Entry to any online social networks (other than for entry into this Promotion), without the express consent of Sponsor in each instance.

By submitting an Entry, your team represents and warrant that the work submitted is original to you and/or your team and that neither it nor its contents infringes upon or violates the rights of any third party. If your Entry includes likenesses of third parties or contains elements not owned by you, (such as, but not limited to, company logos) you must be able to provide legal releases for such use in a form satisfactory to Sponsor or your Entry will be disqualified. Entries may not defame or invade the publicity rights or privacy of any person, living or deceased, or otherwise infringe upon any person's personal or proprietary rights.

By submitting an Entry, you represent and warrant that your Entry is original to you and/or your team, that the Entry has not been previously published, has not won previous awards and that neither it nor its contents infringes upon or violates the rights of any third party, including any copyrights, trademarks, rights of privacy, publicity or other intellectual property. By submitting an Entry, you warrant and represent that you consent to the submission and use of the Entry in the Contest and to its use as otherwise set forth herein.

By submitting an Entry, you and your team acknowledges and agrees that Sponsor may receive other Entries under this Promotion that may be similar or identical to the Entry submitted by you, and you waive any and all claims you may have had, may have, and/or may have in the future, that any other Entry reviewed and/or used by Sponsor may be similar to your Entry and you understand that you will not be entitled to any compensation because of Sponsor's use of such other similar or identical material.

By submitting an Entry, you agree to be bound by these Official Rules and grant Sponsor an exclusive, fully paid-up and royalty-free, worldwide license to use, modify, delete from, add to, publicly perform, publicly display, reproduce and translate your Entry, including without limitation the right to distribute all or part of your Entry in any media formats through any media channels.

By submitting an Entry, you consent to the use, by Sponsor, its affiliates, subsidiaries, parents, and licensees, of your name, likeness, and image, in connection with the Promotion and Sponsor's related marketing activities, in any media or format now known or hereafter invented, in any and all locations, without any payment to or further approval from you. You agree that this consent is perpetual and cannot be revoked. For uses beyond the consent that you grant above, you agree that Sponsor's use of your personal data will be governed by the Privacy Policy located at <http://www.bayer.us/en/privacy-statement.php>.

**CONTEST ENTRIES POSTED TO THE PROMOTION WEBSITE ARE THE VIEWS/OPINIONS OF THE INDIVIDUAL ENTRANT AND DO NOT REFLECT THE VIEWS OF SPONSORS IN ANY MANNER.**

**JUDGING & FINALIST DETERMINATION:** The Finalist Judging Period begins at 12:00:00 AM ET on November 2, 2019 and ends at 11:59:59 PM ET on November 17, 2019. The judging panel, selected by the Sponsor, will score each valid Entry received up to the maximum amount of points allowed.

Judging will be based on the following criteria:

- Creativity (25%)
- Construction and Testing (25%)
- Execution (50%)

Judges will select one (1) entry with the highest score from each of the four (4) U.S. Census Regions as identified by the U.S. Census Bureau.

- Region 1: Northeast (Connecticut, Maine, Massachusetts, New Hampshire, Rhode Island, Vermont, New Jersey, New York, and Pennsylvania)
- Region 2: Midwest (Illinois, Indiana, Michigan, Ohio, and Wisconsin, Iowa, Kansas, Minnesota, Missouri, Nebraska, North Dakota, and South Dakota)
- Region 3: South (Delaware, Florida, Georgia, Maryland, North Carolina, South Carolina, Virginia, District of Columbia, and West Virginia, Alabama, Kentucky, Mississippi, Tennessee, Arkansas, Louisiana, Oklahoma, and Texas)
- Region 4: West (Alaska, Arizona, Colorado, Idaho, Montana, Nevada, New Mexico, Utah, Wyoming, California, Hawaii, Oregon, and Washington)

U.S. Accredited Universities and Higher Education Schools located in Puerto Rico and other US territories that are not part of any census region or census division are excluded from the Promotion.

The Four (4) Entries with the highest scores from the judges will be deemed the potential “Finalist Teams”. In the event of a tie, a “tie-breaking” judge will be brought in to evaluate the tied Entries, based on the Judging Criteria above and choose the Entries with the highest score in just the Creativity criteria. Sponsor reserves the right to choose fewer than Four (4) Finalist Teams or teams from the same census region in its sole discretion.

All qualified Contest Entries based on submission criteria will be posted to the Promotion Website for public voting to determine the fifth Finalist Team.

**PUBLIC VOTING PERIOD:**

Starting at 12:00:01 AM ET on November 4, 2019, all valid Team Photos will be posted on Social Media for public voting (the “Fan Favorite Gallery”).

To submit a vote, legal residents of the 50 United States or D.C. who are at least 18 years of age at the time of submitting a Vote. Contest Finalist may submit a Vote for his/her own Entry. Voters are subject to all notices posted online including but not limited to the Sponsor’s Privacy Policy.

There is a limit of one (1) Vote per person per email address per day during the Public Voting Period. All Votes must be received between November 4, 2019 12:00:01 AM ET to November 15, 2019 11:59 PM ET.

Votes become sole property of Sponsors and none will be acknowledged or returned. Nothing in these Official Rules shall obligate Sponsors to publish or otherwise disclose any Vote submitted in connection with this Promotion. Multiple Voters are not permitted to share the same email address.

Any attempt by a Contest Finalist or any other person to gain Votes by promising a benefit to the Voter or any other person, including the use of sites such as Vote Exchange or other similar social media sites, may subject the Contest Finalist and Voter to disqualification in the sole discretion of the Sponsor. Voters and/or Contest Finalists who spam or create false accounts for the purpose of casting Votes (or otherwise undertake any act intended to manipulate or undermine the integrity of the Promotion) may have their Contest Finalist Entry, Votes and/or Sweepstakes Entries disqualified. Decisions of the Sponsors are final relating to all aspects of the voting process and results. The Sponsors may disqualify any Contest Finalist, Contest Entry, Vote, Sweepstakes Entry, Voter, or related parties who violate or is suspected of violating any of the terms and conditions of the Promotion or these Official Rules.

**CONTEST FINALIST NOTIFICATION:** The potential Finalist Teams will be notified within three (3) business days or as soon as reasonably practicable after the Judging Period is complete. The potential Finalist Teams will be sent an Affidavit of Eligibility/Liability Release via email. Each team member will need to complete their own Affidavit of Eligibility/Liability Release form. All forms must be completed, signed, notarized and returned to Administrator within three (3) business days of date of issuance. Potential Finalist Teams becomes the “Finalist Teams” only after verification of eligibility by Sponsor. If the potential Finalist Teams cannot be contacted; is ineligible; fails to claim the prize; if the notification is returned undeliverable; or if the potential Finalist Teams otherwise fail to fully comply with these Official Rules, they will forfeit that Finalist position and the position will be awarded to an alternate team.

## **CONTEST GRAND PRIZE WINNER DETERMINATION, NOTIFICATION & CONTEST GRAND PRIZE**

### **ACCEPTANCE REQUIREMENTS:**

Teams that are selected as Finalists will be required to travel to the “Kennedy Space Center” located in Titusville, FL to participate in the Bayer Alka-Rocket Challenge (the “Challenge”). Finalists are responsible for shipping and/or transportation of rockets. Up to four (4) members of The Finalist Teams will be offered roundtrip airfare to and from the location of the Challenge. Once at the Challenge, the Finalist Teams will launch their rockets and compete with the other Finalist Teams. Travel must be taken during the timeframe designated by the Sponsor or Finalist position will be forfeited and Sponsor will have no further obligation to such Entrant/team. If Finalists decide to travel by other means, they are wholly responsible for any associated costs. Travel includes: 1) Round-trip economy class travel for the team (up to four (4) members), from the airport closest to the Finalists’ college/university; 2) One (1) standard hotel room with occupancy for one (1) for two (2) days/one (1) night for each member of the team (up to four (4) members) Sponsor reserves the right to perform a detailed background check on the potential Finalists prior to travel. Shuttle service may be provided to and from the airport, and for the duration of the “Kennedy Space Center; event. The potential Finalists Teams will be confirmed upon Sponsor’s satisfaction with and approval of the results of the background checks.

### **CONTEST GRAND PRIZE WINNING TEAM DETERMINATION:**

Alka-rocket launches will take place in two heats: One at 10:00AM ET and one at 10:30AM ET. Three teams will launch their rockets during the first heat, and the remaining two teams will launch their rockets during the second heat. Each team will be given 30 minutes to set-up and launch the rocket. **Launches must occur within this 30-minute window.**

Results from the first heat will not be shared until after the second heat has been completed.

Teams will alert their assigned monitors when they are ready for a 10-second countdown before launch. This 10-second countdown will be announced in order to allow viewers and judges to prepare to watch the launch safely.

The final point score for a launch will be calculated as follows: one point for each foot in height attained by the rocket (as demonstrated by data from the rocket's altimeter), subject to a 50% point deduction if the rocket's recovery system does not deploy properly.

The team with the highest point score wins the Alka Rocket competition and \$25,000. A team that sets a new GUINNESS WORLD RECORDS™ title for the Highest launch of an Alka Rocket wins \$5,000. It is possible for a team to win both of these prizes, for a total prize of \$30,000. In the event of a tie, an additional "tie-breaking" round will be conducted.

#### **PRIZE RESTRICTIONS:**

Prize will be fulfilled in approximately three (3) to four (4) weeks after the Promotion has ended. Prizes will be awarded only upon confirmation, verification and final approval by Sponsor. No substitution, transfer of any prize or cash alternative permitted, except by Sponsor who reserves the right, in its sole discretion, to substitute a prize of equal or greater value, if prize, or portion of prize, becomes unavailable. If it is discovered during prize verification you or your team members have entered, attempted to enter, or used multiple accounts to enter more than the stated limit, you will be disqualified at the discretion of the Sponsor, or will be void. Promotion Parties are not responsible for late, lost, stolen, damaged, delayed, or undelivered prizes.

#### **TRAVEL RESTRICTIONS:**

The Finalist Teams and the Contest Grand Prize Winning Team are responsible for any transportation not specifically noted in these Official Rules. Team members must travel together on the same itinerary and from major airport closest to the team's college/university as determined by Sponsor, in its sole discretion. Teams are responsible for obtaining all necessary travel documents prior to travel. Any picture identification requirements associated with air travel are the teams' responsibility. Certain restrictions, as determined by Sponsor, may apply. Sponsor will attempt to accommodate teams' preferred itinerary, but all specifics thereof will be at Sponsor's discretion. If teams cannot comply with these restrictions or any other portion of these Official Rules, the Finalist or Contest Grand Prize position will be forfeited in its entirety and an alternate team will be chosen. In the event that any of the teams' college/university is within 100 miles from the trip destination, ground transportation only (not air transportation) will be provided. Travel arrangements must be made through Sponsor's agent, on a carrier of Sponsor's choice and trip must be taken on a date of the Sponsor's choosing. Flight details are subject to availability and airline carrier's regulations and conditions apply. The trip may not be combined with any other offer and travel may not qualify for frequent flyer miles. Promotion Entities

are not responsible for lost or mutilated tickets and none will be replaced. Airline tickets are non-refundable, non-transferable, and are not valid for upgrades. The travel and accommodations will be determined at the sole discretion of Sponsor. All federal, state and local taxes and any other costs and expenses associated with the acceptance of the Finalist position and travel, without limitation, ground transportation (other than that specified above as included in the trip package), luggage fees, souvenirs, miscellaneous hotel expenses, and gratuities are the sole responsibility of the team members traveling.

**MISCELLANEOUS:**

Promotion Parties are not responsible for late, lost, incomplete, corrupted, stolen, garbled, damaged, delayed, undelivered or misdirected Entries, all of which are void. Online Entries will be considered to be entered by the authorized account holder of the e-mail address submitted at time of entry and he/she must comply with these Official Rules. The authorized account holder is deemed as the natural person who is assigned to an e-mail address by an Internet access provider, online service provider or other organization that is responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address. By entering the Promotion, you recognize and agree that the registration information provided by you will be made available to Sponsor; use of such information will be governed by Sponsor's privacy policy found at <http://www.bayer.us/en/privacy-statement.php>. Upon entering the Promotion, winners grant Sponsor the right to print, publish, broadcast, and use world-wide in any media now known or later developed, the winner's name, portrait, picture, voice, likeness, city and state of residence, and biographical information for any purpose, including but not limited to, in advertisements, publicity, and other communications, worldwide, in perpetuity, without additional compensation, notification or permission, except where prohibited by law. You agree to comply with these Official Rules and the decisions of the Sponsor and judges shall be binding and final.

**RELEASE:** As a condition of entering the Promotion, you agree that (1) under no circumstances will you be permitted to obtain awards for, and you hereby waives all rights to claim punitive, incidental, consequential or any other damages, and any claims, judgments or awards shall be limited to actual out-of-pocket expenses; (2) all causes of action arising out of or connected with this Promotion, or any prizes awarded, shall be resolved individually, without resort to any form class action; and (3) in no event will you be entitled to receive attorneys' fees. BY ENTERING THE PROMOTION, YOU AGREE TO RELEASE, DISCHARGE AND HOLD HARMLESS PROMOTION PARTIES AND THE RESPECTIVE OFFICERS, DIRECTORS, AND AGENTS OF EACH, FROM ANY AND ALL LIABILITY FOR ANY INJURY, LOSS, OR DAMAGE OF ANY KIND TO PERSONS, INCLUDING DEATH, AND PROPERTY, WHETHER DIRECT OR INDIRECT, WHICH MAY BE DUE TO OR ARISE OUT OF PARTICIPATION IN THE PROMOTION OR ANY PORTION THEREOF, OR THE ACCEPTANCE, USE/MISUSE OR POSSESSION OF PRIZES, OR ANY PRIZE-RELATED TRAVEL OR ACTIVITY. YOU WAIVE ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**DISCLAIMER:** Promotion Parties are not responsible for printing or typographical errors in these Official Rules or in any Promotion-related materials. Sponsor reserves the right, in its sole discretion, to disqualify any individual that tampers with the entry process. Sponsor also reserves the right to terminate, suspend, cancel or modify the Promotion and award the prizes for the Promotion from among all eligible, non-suspect entries received (i) as of the date of termination using the judging procedure outlined above if for any reason this Promotion is not capable of running as planned due to any reason, including infection by computer virus, bugs, tampering, fraud, unauthorized intervention,

technical failures or other causes that may corrupt or impair the integrity, fairness or proper play of the Promotion. Promotion Parties are not responsible or liable for any events which may cause errors and/or the Promotion to be stopped, including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorized access to, or alteration of, entries, nor are they responsible for any problems or technical malfunction of any telephone, network or telephone lines, computer on-line systems, servers, or cable, satellite, or Internet Service Providers, computer equipment, software or any other failure of any email or entry to be received by Sponsor on account of technical problems, human error or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to yours or any other person's computer relating to or resulting from participation in this Promotion or downloading any materials in this Promotion. Promotion Parties are not responsible for computer, mechanical, technical, electronic, network or other errors or problems, including any errors or problems that may occur in connection with the administration of the Promotion, the processing of Entries, or in any other Promotion-related materials. Promotion Parties may stop you from participating in this Promotion if you violate Official Rules or act, in Sponsor's sole discretion: (a) in a manner Sponsor determines to be not fair; (b) with an intent to annoy, threaten or harass any other entrants or the Sponsor; or (c) in any other disruptive manner. In no event will more prizes be awarded than that listed in Section 7.

**CAUTION: ANY ACT OR ATTEMPT BY AN ENTRANT TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THIS PROMOTION IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. SHOULD SUCH AN ATTEMPT BE MADE, PROMOTION PARTIES RESERVE THE RIGHT TO SEEK DAMAGES AND OTHER REMEDIES (INCLUDING ATTORNEYS' FEES) FROM ANY SUCH INDIVIDUAL(S) TO THE FULLEST EXTENT PERMITTED BY LAW.**

**CHOICE OF LAW AND JURISDICTION:** Except where prohibited, all issues and questions concerning the construction, validity, interpretation, and enforceability of these Official Rules, or the rights and obligations of entrants or winners, Sponsor, and administrator in connection with this Promotion, shall be governed by, and construed in accordance with, the laws of the state of New Jersey, without giving effect to any choice of law or conflict of law rules or provisions (whether of the state of New Jersey or any other jurisdiction), which might otherwise cause the application of the laws of any jurisdiction other than the state of New Jersey. Any action seeking legal or equitable relief arising out of or relating to the Promotion or these Official Rules shall be brought only in the courts of the state of New Jersey. You hereby irrevocably consent to the personal jurisdiction of said courts and waive any claim of forum non-convenience or lack of personal jurisdiction they may have.

**TAX INFORMATION:** All federal, state, local, and other taxes on prizes and any other costs and expenses associated with prize acceptance and use not specified herein as being provided, are the sole responsibility of the applicable winner. A 1099 tax form will be issued any winner of a prize that has a value that exceeds \$600.

**WINNERS LIST:** To receive the list of winners of prizes, send a #10 self-addressed stamped envelope for receipt: ATTN: Carolyn Nagle/Alka-Rocket Challenge, Bayer U.S. LLC, 100 Bayer Boulevard, Whippany, NJ 07981

**SPONSOR/ADMINISTRATOR:** Bayer U.S. LLC, 100 Bayer Boulevard, Whippany, NJ 07981 teams from the same census region in its sole discretion.