

# BrettYoung 2023 Forage Establishment Guarantee

Even though you've taken care to properly seed and establish your new forage stand, weather does not always cooperate. Not to worry, BrettYoung will guarantee your forage seed investment on qualifying products. In the unfortunate event of establishment failure, the replacement seed cost is borne by BrettYoung. Percent coverage depends on when you enroll in the program, place your seed order and if a cover crop is used.

## Program Eligibility

To be eligible for the program, the following criteria must be met:

- Order seed and enroll in the program by April 1, 2023 and seed without a companion crop to qualify for 100% coverage on replacement seed.
  - If a companion crop is used in the April 1, 2023 enrollment period, replacement seed coverage is 50%
- Enroll in the program by April 30, 2023, and seed without a companion crop to qualify for 50% coverage on replacement seed.
  - If a companion crop is used in the April 30, 2023 enrollment period, replacement seed coverage is 25%
- Stand must be planted by June 30, 2023.
- Forage products/varieties must qualify for the program. Qualifying products are identified by a check mark in the Forage SRP Price List.
- Must fulfill Agronomic Requirements as outlined in the BrettYoung 2023 Forage Guide.

## Program Limitations

- Replacement seed under the Forage Establishment Guarantee is provided only once for the area of the stand that failed to establish and must be seeded in that area.
- Replacement seed will be the same variety or mixture as originally purchased, subject to availability.
- Replacement seed must be planted in the original year of seeding or in the spring of the following year.

## Grower Program Enrolment

*All fields must be completed to be eligible.*

Retailer Name:

Retailer Contact:

Grower Name:

Business/Farm Name:

Grower Email:

Mobile Phone:

Address/PO Box:

Town:

Prov:

Postal Code:

Product/Variety:

BY Order #/PO #:

Number of Bags:

Product/Variety:

BY Order #/PO #:

Number of Bags:

Product/Variety:

BY Order #/PO #:

Number of Bags:

By signing this document you are agreeing to the Forage Establishment Guarantee Agronomic Requirements in the BrettYoung Forage Guide. Further, you are consenting to the Terms and Conditions outlined on the reverse of this page and agreeing to receive marketing materials from BrettYoung.

GROWER SIGNATURE

DATE



**100%  
Forage  
Guarantee  
Key Dates**

### **April 1, 2023**

Deadline to order seed and enroll in the program to be eligible for 100% coverage.

### **April 30, 2023**

Deadline to enroll in the program to be eligible for 50% coverage.

### **June 30, 2023**

Seeding deadline on all qualifying forage stands.

### **Within 60 days of seeding or July 30, 2023**

Deadline to notify BrettYoung Regional Account Manager of stand establishment concerns.

# BrettYoung Terms and Conditions

## Application of Terms and Conditions

These Brett Young (“we”, “us”, or “our”) Terms and Conditions are the terms and conditions that apply to your consent granted to us for the collection of personal and transactional data related to the purchase and use of our products.

These terms are in addition to and supplement our [Terms of Use](#) and [Privacy Policy](#) generally applicable to all online websites and platforms (including mobile applications). It is important that you completely read and understand these Terms and Conditions before giving your consent to Brett Young to collect your personal and transactional data.

## Incorporation of Privacy Policy

Our intention is to harmonize our general Privacy Policy with these Terms and Conditions. To the extent that such information is applicable, the terms of our Privacy Policy are incorporated to these Terms and Conditions. Where conflicting, the terms of these Terms and Conditions prevail, unless otherwise previously communicated by us to you.

## Personal Information for Collection and Use

You agree to the permit retailers and distributors to share your information with us, and for us to collect your personal information from retailers and distributors from whom you have purchased our products for the purposes of (a) marketing, including personalized offers and promotions, better understanding customer needs, developing products and offerings, maintaining business operations; (b) processing, calculating, and administering discount and rebate payments earned under our loyalty programs; (c) ensuring compliance with trait stewardship requirements; (d) providing customer service; (e) such other purposes with your consent or as permitted or required by law. We will collect the following personal information: Demographic information, namely: farm/business name, first and last name, address, city/town/municipality, province, postal code, phone number, and email address; and Invoice details, namely: transaction type, invoice number, invoice date, product description, unit of measure, quantity, and total/unit price. (the “Personal Information”)

## Engagement of Agent

For the purposes of administering the collection and storage of information, we have engaged the services of AgData, Ltd. (our “Agent”) as our agent, data validator, and processor. You hereby give your consent to permit AgData to collect the Personal Information from applicable retailers and distributors, and thereafter provide this information to us for the purposes outline, above. In all ways, the permissions granted to us through these Terms and Conditions will apply and extend to our Agent.

## Scope of Policy

This policy only applies to (i) the sending of commercial electronic messages; and (ii) to Personal Information that both is subject to the privacy laws of Canada or any of its provinces (as applicable) and that is submitted or collected by us or our Agent.

## Commercial Electronic Messages

The Canadian Anti-Spam Legislation (“CASL”) requires use to obtain your consent to send you electronic correspondence, including, but not limited to, promotions, rebates, marketing materials and other correspondence which is commercial in nature. By consenting to these Terms and Conditions you are providing us with your consent to receive electronic correspondence from us for the purposes identified in this paragraph.