FMC CITRUS AG PRODUCTION SCHOLARSHIP AWARD PROGRAM ("Scholarship Program")

Official Terms & Conditions

- 1. ELIGIBILITY: The FMC Citrus Ag Production Scholarship Program is available to all individuals who are actively enrolled in a citrus horticulture degree program at either the University of Florida or Florida Southern College. Based on the judging criteria outlined below, Sponsor will award five (5) scholarships of \$5,000 each to the applicable school of winner (three (3) winners from the University of Florida; two (2) from Florida Southern College) for the purpose of contributing toward the tuition of the Scholarship winners. Employees of FMC Corporation ("Sponsor") and its respective affiliates, subsidiaries, and advertising agencies and any other entity involved in the development or administration of this Scholarship Program, and their immediate family members or household members are not eligible to participate or win. The Scholarship Program is subject to all laws and void where prohibited by law.
- 2. AGREEMENT TO OFFICIAL TERMS: Participation in the Scholarship Program constitutes applicant's agreement to these Official Terms & Conditions and the decisions of Sponsor and Sponsor's judges, which are final in all respects.
- 3. SCHOLARSHIP AWARDS: There are a total of five (5) Scholarships to be awarded. Each Scholarship consists of one (1) award of \$5,000 (USD) to the winner's school. Three (3) Scholarships will be awarded to students of the University of Florida; two (2) Scholarships will be awarded to students of Florida Southern College. The winner is responsible for any costs above and beyond the cost of the Scholarship amount as stated herein. Under no circumstances will Sponsor be responsible for any costs or charges beyond the total \$25,000 in scholarship amounts referenced herein.
- 4. APPLICATION PERIOD: Applications may be submitted starting August 14, 2019 at 12:00 a.m. Central Time ("CT") and must be received by Sponsor by December 1, 2019 at 11:59 p.m. CT. Applications submitted after the application period are void and will be disposed of at Sponsor's discretion. Sponsor's computer time-clock shall be the official timekeeper for all Scholarship Program purposes. Evidence that an application was sent does not constitute evidence that the application was actually received by Sponsor.
- 5. HOW TO APPLY: Applicants may obtain an official application form at www.CitrusIndustry.net/CAPS ("Site"). Applicants must fill out all information required in the official entry form, including first and last name, email address, phone number, zip code and state of residence, and submit it during the application period as indicated via the Site, along with applicant's college enrollment verification and a video essay which answers the following questions:
 - 1. What has drawn you toward pursuing a citrus and horticultural sciences degree?
 - 2. While pursuing your degree, how will you become involved and contribute to the citrus community?

- 3. After achieving your degree, how will you contribute to the rejuvenation and stability of the citrus industry in Florida?
- 4. What do you think are the three biggest issues facing Florida's citrus industry?

Video essays should meet the following criteria:

- answer the above questions;
- in one of these formats: AVI, MOV, WMV, MP4, MPEG;
- entry must be under 6 minutes long;
- must not contain any material that infringes upon third-party intellectual property, privacy, proprietary or other rights (including if used in advertising);
- must not contain any obscene, defamatory, offensive, or otherwise unlawful, objectionable, or inappropriate content, as determined in Sponsor's sole discretion; and
- be in English.

Only one entry per person. If an entrant submits more than one entry, all entries from that individual may be voided by Sponsor. Applications that are not accompanied by an official entry form and/or are received outside the application period will be void. Students on full scholarship are not eligible to apply or win. All applications and application information will become the property of Sponsor and will not be acknowledged or returned. All applications and essays must be original and created by the submitting applicant. By entering, the applicant provides Sponsor with a royalty-free, irrevocable, perpetual, non-exclusive license to use the contents of the application, specifically including without limitation the essay and applicant's name and biographical information for public relations, advertising and promotional purposes in any manner as may be determined by Sponsor. You agree that Sponsor is not responsible for any unauthorized use or distribution of the video or application materials by a third party.

Illegible and incomplete applications are void. Sponsor is not responsible for lost, late, mutilated, damaged, stolen, incomplete, or misdirected applications or applications not received regardless of cause. In the event of a dispute over who submitted an online application, the application will be deemed to have been submitted by the authorized account holder of the e-mail account identified with the submitting account. The authorized account holder is deemed to be the natural person who is assigned to the e-mail address by the relevant entity responsible for assigning e-mail addresses for the domain associated with the submitted e-mail address.

- 6. JUDGING CRITERIA: Sponsor shall screen initial applications for eligibility criteria. All eligible entries will be evaluated by a qualified panel of judges designated by Sponsor based on the judging criteria below:
 - 20% Agriculture knowledge
 - 20% Quality of answers
 - 20% Creativity/originality
 - 20% Potential benefit to the citrus industry
 - 20% Professionalism/presentation

Applications will be judged between December 2, 2019 and December 31, 2019. The judges, whose decision will be final, will select the five (5) winners based on the above criteria. Any ties will be broken by an additional judge based on the judging criteria described above. Only one Scholarship per person.

- 7. SCHOLARSHIP PROGRAM AWARD NOTIFICATION: The potential Scholarship Program award winners will be notified on or about February 2020, via the email address or phone number provided in the application. Verified winners will be announced at the Citrus Expo 2020 and posted via AgNet Media and FMC media outlets.
- 8. VERIFICATION OF SCHOLARSHIP PROGRAM AWARD WINNER: The Scholarship Program Award winner must sign and return, within 10 days of the date notice or attempted notice is sent, an Affidavit of Eligibility and Liability/Publicity Release in order to receive the Scholarship. If the required Affidavits and Releases are not signed and returned within the required time period, the Scholarship may be forfeited and awarded to the alternate applicant with the next highest scored essay, at Sponsor's discretion.
- 9. SCHOLARSHIP DELIVERY: Winner and Sponsor will arrange for the Scholarship to be paid in the form of a check to the applicable college to cover tuition for the Fall 2020 semester. Should the winner fail to comply with these requirements, the winner forfeits all rights to the Scholarship, and Sponsor shall have the discretion to either grant the Scholarship to the alternate applicant with the next highest scored essay or not grant the Scholarship at all.

All Scholarship awards will be administered by FMC and are subject to all terms of these Official Terms and Conditions. Scholarship awards are one time only and are non-transferrable. Any unused funds at the conclusion of the students' educational experience will be forfeited and returned to the Sponsor.

- 10. GENERAL CONDITIONS: Sponsor reserves the right to cancel, suspend and/or modify the Scholarship Program if any fraud, virus or other technical problem or factor beyond Sponsor's reasonable control corrupts or impairs the administration, security or integrity of the Scholarship Program, as determined by Sponsor in its sole discretion. In such event, Sponsor reserves the right to award the Scholarship from among the eligible applications received up to the time of impairment. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the application process or the operation of the Scholarship Program or to be acting in violation of these Terms & Conditions or in an unsportsmanlike or disruptive manner. Any attempt by any person or entity to deliberately undermine the legitimate operation of the Scholarship Program may be in violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person or entity to the fullest extent permitted by law. The Scholarship is non-transferable. No substitutions or cash equivalents permitted except in Sponsor's sole discretion.
- 11. PUBLICITY: Except where prohibited, acceptance of the Scholarship constitutes the winner's consent to Sponsor's unrestricted use of winner's name, likeness, voice, opinions, biographical information, and the essay and the application submitted by winner for any and all purposes at Sponsor's discretion in any media now or hereafter known without further payment or consideration.

- 12. RELEASE: By submitting an application, applicant agrees to release and hold harmless Sponsor, its parent, affiliates, subsidiaries, advertising and promotional agencies, and their respective officers, directors, employees, representatives and agents (collectively, the "Released Parties") from and against any claim, cause of action or liability of any nature arising out of participation in the Scholarship Program or receipt or use/misuse of the Scholarship or directly or indirectly associated with the Scholarship, including but not limited to plane malfunctions or accidents, liability for personal injury including wrongful death, damage to property and damage or loss of any other kind.
- 13. LIMITATIONS OF LIABILITY: The Released Parties are not responsible for any incorrect information, whether caused by applicants, printing errors or by any of the equipment or programming associated with or utilized in the Scholarship Program. No more than the number of Scholarships stated above will be awarded. The Released Parties are not responsible for 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. The Released Parties are not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software or failure of email on account of technical problems or traffic congestion on the internet or at any web site or combination thereof, including injury or damage to entrant's or to any other person's computer related to or resulting from participating in the Scholarship Program.
- 14. SPONSOR: This Scholarship is sponsored by FMC Corporation ("Sponsor"), having its headquarters at 2929 Walnut Street, Philadelphia, PA 19104.