

**PRODUCERS FOR PROGRESS
OFFICIAL RULES**

1) ELIGIBILITY: The **PRODUCERS FOR PROGRESS RECOGNITION PROGRAM** ("Program") is open only to customers of Boehringer Ingelheim mastitis treatment products* who are legal residents of the 50 United States and the District of Columbia, and who are at least eighteen 18 years of age or older at time of application. The following individuals are not eligible to enter or win: employees and contractors of Boehringer Ingelheim Animal Health (BI) or its affiliates, and their immediate family members (spouse, parent, child, sibling and their respective spouses); those living in the same household of each (whether legally related or not) and previous Producers for Progress award winners. All applicable federal, state and local laws and regulations apply. Void where prohibited by law. Application in the Program constitutes your full and unconditional acceptance of these "Official Rules".

2) PROGRAM PERIOD: The Program entry period begins at 12:00 am CDT May 6, 2019 and ends at 11:59 pm CDT July 1, 2019. Winner(s) will be selected from applications properly submitted during the Program Period.

3) HOW TO APPLY: During the Program Period, you may apply by accessing and submitting the online entry form at www.producers4progress.com. A downloadable copy is also available online for emailing or printing. Contact your BI representative for more details. Limit one application per individual.

4) RECIPIENT SELECTION: Up to three dairy producers will be selected by an expert panel of judges to receive this recognition on or about Oct. 1, 2019, from among all eligible applications received throughout the Program Period. Recipients will be judged based on the following selection criteria: a) demonstrated understanding of and passion for judicious use of antibiotics, b) commitment to animal well-being, and c) customer of at least one BI mastitis product. *Mastitis products that qualify for this Program are: ToDAY® (*cephapirin sodium*), ToMORROW® (*cephapirin benzathine*), PolyMast® (*hetacillin potassium*), Dry-Clox® (*cloxacillin benzathine*), J-Vac® and Lockout®. Potential recipients may be required to sign and return an Affidavit of Eligibility, a Liability Release and Publicity Release (where legal) within 14 days of notification. Non-compliance with this requirement, or if recipient is found to be ineligible or not in compliance with these Official Rules, such prize will be forfeited and may be awarded to an alternate recipient.

5) PRIZES & APPROXIMATE RETAIL VALUE ("ARV"): The top dairy producer, as determined by the judges, will receive a John Deere® Gator™ Basic Package XUV825E, valued at \$13,359; the first place prize recipient will receive five pairs of Bogs® Rancher boots from Bogs Footwear, valued at \$650; and an additional second place winner will receive 10 Udder Tech® milking aprons for their team, valued at \$200. John Deere, Bogs Footwear and Udder Tech are not affiliated in any way with Sponsor and do not endorse or sponsor this Program. Gator is a trademark and John Deere is a registered trademark of Deere & Company. Bogs is a registered trademark of Weyco Group, Inc. Udder Tech is a registered trademark of Udder Tech, Inc. No prize transfer or cash substitutes allowed except at Sponsor's sole discretion due to prize unavailability or for any reason and only then for a prize of equal or greater value. Taxes on the prize are the sole responsibility of the recipients.

6) GENERAL RULES: By participating in the Program, participants agree to be bound by these Official Rules, and by the decisions of Sponsor, which are final and binding in all respects. Sponsor and its affiliates are not responsible for: (1) any incorrect or inaccurate information or technical failures of any kind, (2) unauthorized human intervention in any part of the entry process or the Program; or (3) any other computer, network, technical, human or other error, problem or malfunction that may occur in connection with the administration of the Program, the processing of entries, or the selection or notification of recipients. Further, if, for any reason, the Program is not capable of running as planned for reasons outside the control of the Sponsor which, in the sole opinion of Sponsor, may corrupt or affect the administration, security, fairness, integrity or proper conduct of the Program (or portion thereof), Sponsor reserves the right, at its sole discretion, to cancel, terminate, modify or suspend the Program (or portion thereof). Sponsor also reserves the right at its sole discretion to disqualify the application of any individual found to be (a) tampering or attempting to tamper with the application process or the operation of the Program or any website operated by the Program Entities; (b) using any robotic, macro, automatic, programmed or like application methods, which will void all such entries; (c) violating these Official Rules or the terms of service, conditions of use, and/or general rules of any Sponsor property or service; or (d) acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten, or harass any other person. Sponsor and its affiliates are not responsible for claims, injuries, losses or damages of any kind resulting, in whole or in part, directly or indirectly, from the awarding, delivery, acceptance, use, misuse, possession, loss or misdirection of the prize; participation in this Program or in any activity or travel related thereto or from any interaction with, or downloading of, computer Program information.

7) RELEASE AND LIMITS OF LIABILITY: Applicants by participating in this Program, hereby waive and release and agree to hold harmless the Sponsor and their respective affiliates, distributors, licensors, partners, agencies and all of their respective officers, directors, employees and representatives and agents (the "Released Parties"). By entering, each entrant agrees to defend, indemnify, release and hold harmless the Sponsor and its affiliates from and against any and all losses, demands, damages, rights, claims, actions and liabilities of any kind arising out of or related to (i) applicant's participation in the Program or (ii) applicant's participation in any prize-related activities (including, without limitation, any property loss, damage, personal injury or death caused to any person(s)). The Recipient assumes all liability for any injury, death, or damage caused, or allegedly caused, by participating in this Program or use or redemption of the prize.

8) DISPUTES: Applicants agree that: Any and all disputes, claims and causes of action arising out of or connected with this Program or its associated recipient selection and/or notification shall be resolved individually, without resort to any form of class action and exclusively by the State of Minnesota without regard to the conflicts of laws principles of any jurisdiction. Applicants hereby waive all rights to claim punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses, and any and all rights to have damages multiplied or otherwise increased. SOME JURISDICTIONS DO NOT ALLOW THE LIMITATION OF EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE MAY NOT APPLY TO YOU. All issues and questions concerning the construction, validity, interpretation and enforceability of the Official Rules, or the rights and obligations of the entrants and Sponsor in connection with the Program shall be governed by, and construed in accordance with, the laws of Minnesota, without giving effect to any choice of law or conflict of law rules.

9) PRIVACY: The personal information collected through this Program is subject to Boehringer Ingelheim, Inc., Data Policy, located at <https://www.boehringer-ingelheim.com/data-privacy>. By entering this Program, you agree to the use of your personal information as described in the above Privacy Policy.

11) SPONSOR: Boehringer Ingelheim Animal Health, 3239 Satellite Blvd., Duluth, Georgia 30096