

Conditions of Participation for BetaPoint®, the service and reward program of Betaseed GmbH (“Conditions of Participation”)

Status: 10.02.2025

1. Subject Of The Conditions Of Participation

1.1 The service and reward program BetaPoint® (“**BetaPoint Program**”) is published and operated by Betaseed GmbH (“**Betaseed**”).

1.2 Participants in the BetaPoint Program can earn reward points (“**BetaPoints**”) during the term of the BetaPoint Program by purchasing Betaseed seed boxes that are provided with a corresponding code and redeem them for rewards when a certain number of points is reached.

1.3 The following provisions regulate the conditions under which participation in the BetaPoint Program is possible, in particular how BetaPoints can be acquired under the BetaPoint Program and redeemed for rewards.

1.4 Special provisions for the BetaPoint Program additionally may for example result from terms and condition deposited on the Betaseed website (www.betaseed.com) and in the Betaseed App (both together also referred to as “**Information Platforms**”), as well as from variety brochures, mailings, etc..

1.5 The text of the Conditions of Participation for the BetaPoint Program is available on the Betaseed website www.betaseed.com and in the Betaseed App.

1.6 If you have any questions, our seed distributor partner Limagrain is available by email at: emily.savage@limagrain.co.uk or by telephone at 01472370117.

2. Conditions Of Participation

2.1 Only legal entities represented by their legal representative or its farm manager, who works for the legal entity within the scope of his professional activity, as well as natural persons of full age and unlimited legal capacity are allowed to register in the BetaPoint Program, but only if the legal entity or the natural person is the owner of an agricultural business with sugar beet cultivation with its place of activity in United Kingdom. Furthermore, the legal entity and the natural person must have a valid e-mail and postal address in United Kingdom.

2.2 Only such natural persons who are not employees of Betaseed GmbH, are not relatives of such employees, and are not minors, are entitled to register in the BetaPoint Program.

2.3 A legal entity or natural person fulfilling the requirements stated in points 2.1 and 2.2 of these Conditions of Participation are entitled to register in the BetaPoint Program (“**Person Entitled For Registration**”).

2.4 There is no legal claim for registration in the BetaPoint Program.

3. Registration

3.1 The registration in BetaPoint Program requires that a Person Entitled For Registration opens a BetaPoint user account on the Betaseed website www.betaseed.com or via the Betaseed app. The Betaseed app is available for mobile devices with the operating systems IOS (Apple) and Android (Google); these can be downloaded from the Apple App Store or Google Play.

3.2 All information provided during the opening of the user account must be in the official local language at the place of the agricultural business of the Person Entitled For Registration or in English.

3.3 The user account of a legal Person Entitled For Registration in the BetaPoint Program can only be opened by a natural person authorized either by law or by a power of attorney to represent the legal entity.

3.4 In the BetaPoint Program only one BetaPoint user account may be opened per Person Entitled For Registration. In the event of several user accounts opened, Betaseed reserves the right to combine these accounts into one account.

3.5 For opening a user account in the BetaPoint Program the Person Entitled For Registration has to provide the requested data completely and truthfully, in particular to fill in the mandatory fields, to declare his agreement with the validity of these Conditions of Participation and the data protection declaration. In the case of significant false information, Betaseed reserves the right to de-register the user account of the Person Entitled For Registration.

3.6 As part of the process to open a user account, the Person Entitled For Registration must use a user-specific password, provide a valid e-mail address and a valid postal address. Logging into the BetaPoint user account and thus using the BetaPoint Program (scanning QR codes/entering alphanumeric codes) is only possible by entering the e-mail address and password.

3.7 With regard to the use and processing of personal data by Betaseed, the Privacy Policy applies to which reference was made during the opening of a user account and to which the Person Entitled For Registration must consent in order to complete the opening of the user account and the registration.

3.8 With the opening of a user account and the completed registration in the BetaPoint program the Person Entitled For Registration becomes a participant of the BetaPoint Program (“**Participant**”). Each Participant receives a personal BetaPoint user account.

3.9 After completed registration, the Participant can log in to BetaPoint Program via the above-mentioned Betaseed website or the Betaseed app.

3.10 Each Participant must ensure that his/her password does not become known to unauthorized third parties. If there are indications that an unauthorized third party has gained knowledge of it, the Participant is obliged to inform Betaseed immediately and to change his password without delay.

4. Collecting Of BetaPoints

4.1 Each Participant may earn BetaPoints by scanning BetaPoint QR codes and/or entering alphanumeric BetaPoint codes that are on purchased Betaseed seed boxes in the United Kingdom.

4.2 All BetaPoint codes always consist of two parts: i) a QR code and ii) an alphanumeric code ("**Codes**"). The QR code can be scanned via the Betaseed app, the alphanumeric code can be entered in the Betaseed app or in the Betaseed website

4.3 The number of BetaPoints to be achieved is usually printed on the respective Codes or the accompanying information materials.

4.4 Errors or inaccuracies in the indication of the number of BetaPoints by Betaseed do not constitute a legal claim to obtain these BetaPoints. Betaseed reserves the right to correct such errors and inaccuracies at any time.

4.5 The Participant can only use the BetaPoint QR code or the alphanumeric BetaPoint code on a purchased Betaseed seed box to gain BetaPoints and this only once per Betaseed seed box..

4.6 After the successful scanning of the BetaPoint QR code or entering alphanumeric BetaPoint code on a Betaseed seed box by a Participant, the BetaPoints are automatically credited to the BetaPoint user account of the Participant.

4.7 In relation to Clause 4.1 (Betaseed seed boxes), it is not permitted to redeem BetaPoints originating from Betaseed seed boxes that have not been purchased by the redeeming Participant for consumption on its own agricultural business or resold by it to a third party, irrespective of whether the Codes have been redeemed or have expired. Likewise, it is not permissible to redeem Codes from Betaseed seed boxes that have been returned due to a contractual or legal right of withdrawal. These BetaPoints will be deducted from the user account of the Participant by Betaseed. The Participant must inform Betaseed so that Betaseed can deduct them from the user account of the Participant. The passing on of Codes to third parties is not permitted.

4.8 If Betaseed has reason to believe that a Participant has redeemed BetaPoints from a Code in breach of the above rules or that the same Code has been entered by several Participants, Betaseed reserves the right to demand that this Participant / these Participants provide proof of purchase and the batch number for the Betaseed

seed box purchased and to only credit the BetaPoints to the Participant who can provide the required proof of purchase.

4.9 In the event of a breach of a regulation mentioned in Clause 4.7 or 4.8, Betaseed is entitled to deny the Participant who committed the breach the credit of any BetaPoints that have already been credited and, if applicable, to demand the return of any rewards that have already been granted or to demand compensation for lost value. Furthermore, Betaseed is free to exclude the Participant from the BetaPoint Program according to section 6.4 and to assert further claims against the Participant.

4.10 The Participant can view his BetaPoints account balance at any time on the Information Platforms after logging in the BetaPoint Program with his e-mail address and his password.

4.11 The BetaPoints credited to the user account and/or claims of a Participant resulting from the credit balance of BetaPoints are not transferable to a third party.

5. Redemption Of BetaPoints and Rewards

5.1 The BetaPoints collected by a Participant will be valid for three (3) years and will then be deleted from the user account of the Participant. The three-years period is calculated from the 30th of June of the year on which the BetaPoints were credited to the Participant's user account. The Participant will receive an email from Betaseed 10 days before the end of the three (3) years term, informing the Participant how many of his BetaPoints will be deleted at the 30th of June from his user account. After the deletion of the BetaPoints from the Participant's user account, the Participant may not redeem these BetaPoints anymore.

5.2 Each Participant can redeem his collected BetaPoints in the BetaPoint rewards shop. The BetaPoint reward shop can be accessed via BetaPoint after logging in via one of the Betaseed Information Platforms.

5.3 The specific number of BetaPoints required for a Participant to get a reward offered in the BetaPoint reward shop, is indicated in the BetaPoint reward shop for each reward offered in the BetaPoint reward shop. The Participant can only order and get a reward if his BetaPoint user account has at least the required number of BetaPoints indicated for the reward in the BetaPoint reward shop. After the order process, the reward will be sent to the Participant and the corresponding amount of BetaPoints is automatically deducted from the BetaPoint user account of the Participant.

5.4 Rewards in the BetaPoint reward shop can only be ordered by a Participant if they are available. The presentation of a reward in the BetaPoint reward shop is therefore not to be regarded as a binding offer, but only as an invitation to the Participant to submit an order. A binding contract is only concluded by Betaseed's declaration of acceptance of the Participant's order. Betaseed will endeavour to

ensure sufficient stock of the rewards offered in the BetaPoint reward shop and in case that the reward offered in the BetaPoint reward shop is not available to timely re-order the missing rewards. If Betaseed is exceptionally not able to deliver a reward ordered by a Participant, the BetaPoints due for the reward will not be deducted from the Participants user account and remain on the BetaPoint user account of the Participant. If Betaseed has deducted the BetaPoints from the account of the Participant, Betaseed will credit them back to the BetaPoint user account of the Participant. Betaseed will immediately notify the Participant of the unavailability of the ordered reward.

5.5 Betaseed reserves the right to change the rewards listed in the BetaPoint rewards shop at any time. Corrections of errors in the BetaPoint reward shop may be made by Betaseed at any time without prior notice.

5.6 Within the time from the 1st of January of a year until the 31st of December of the same year, the Participant may redeem a maximum of 100'000 (hundred thousand) BetaPoints in the BetaPoint reward shop. Any BetaPoints exceeding the maximum set forth herein can be used after the end of the twelve (12) months period subject to the same applicable limitation.

5.7 The limitation from clause 5.6. shall not apply to BetaCare Services and other Services which may be offered by Betaseed in the BetaPoint reward shop from time to time.

5.8 The Participant is generally not entitled to redeem BetaPoints for rewards not offered in the BetaPoint rewards shop. Likewise, a redemption is only possible for non-cash rewards (goods or services) offered in the BetaPoint reward shop. Betaseed will not pay for BetaPoints in cash or change BetaPoints to cash. This also applies accordingly in the case of 4.7 and/or 4.8 of these Conditions of Participation.

5.9 Betaseed sends the rewards at its own expense only to the postal address provided by the Participant in the registration process Section 3.6 of the Conditions for Participation. However, during the order process the Participant has the possibility to change the postal address to which the reward should be sent. If the delivery of the reward fails at the new postal address (e.g. due to an incorrect postal address) and the reward sent by Betaseed arrives back to Betaseed, the redemption of the reward will be automatically cancelled. In such event Betaseed is no longer legally bound to the redemption of the reward. The redeemed BetaPoints shall be credited to the BetaPoint user account of the Participant and can still be redeemed by the Participant in accordance with these Conditions of Participation. A redemption of the BetaPoints for the same or other rewards can be made again.

5.10 The tax valuation of the reward is the sole responsibility of the Participant.

5.11 Insofar as the rewards redeemed in the BetaPoint reward shop are vouchers, Betaseed is not the issuer and debtor of the services and goods specified in these vouchers, but the issuer is specified on the voucher, and the general terms and conditions of the issuer of the voucher shall apply, which at the request of the

Participant will be sent by Betaseed to the Participant. Betaseed itself is only acting as an agent of the issuer of the voucher and does not owe the provision of the services and goods specified on the respective voucher. For vouchers (value vouchers, vouchers for certain services, etc.) the respective expiry date of the voucher must be taken into account by the Participant. Information about the expiry date is either printed on the voucher itself or available from the respective issuer of the voucher. Betaseed does not provide any replacement for vouchers that the Participant has not redeemed in time. Likewise, Betaseed is not responsible and liable for the services and goods offered by the issuer of the voucher or for any breaches of contract by the issuer of the voucher. Warranty and liability claims are to be directed against the respective issuer of the voucher.

5.12 The rewards offered in the BetaPoint reward shop are exclusively for use in the own agricultural business of the Participant and are not intended to be sold against payment. In particular, the rewards, as far as vouchers are concerned, are not transferable to a third party by the Participant.

6 Term, Termination, Exclusion, Termination of BetaPoint

6.1 The BetaPoint Program commenced on June 1, 2016 and will have an indefinite term.

6.2 The Participant can terminate the participation in the BetaPoint Program at any time without giving reasons, either by e-mail to infodesk@betaseed.com (keyword "BetaPoint") or by postal mail to Betaseed GmbH, keyword "BetaPoint", Friedrich-Ebert-Anlage 36, 60325 Frankfurt am Main/ Germany ("**Ordinary Termination Participant**").

6.3 Likewise, Betaseed is entitled to terminate the participation of a Participant in the BetaPoint without giving reasons with a notice period of four (4) weeks, either by e-mail to the e-mail address of the Participant stated in the BetaPoint user account or by mail to the postal address stated in the BetaPoint user account ("**Ordinary Termination Betaseed**").

6.4 In addition, the Participant and Betaseed have the right to extraordinary terminate the participation in the BetaPoint Program of the Participant for good cause.

6.5 In the event of termination pursuant to Section 6.3, the Participant is entitled, to redeem the BetaPoints collected by him forwards up to four (4) weeks after the termination becomes effective. Afterwards the BetaPoints of the Participant expire without replacement and any claims against Betaseed or its issuers of vouchers are excluded.

6.6 Betaseed reserves the right to exclude a Participant from participation in BetaPoint Program with immediate effect in the event of a significant violation of the Conditions of Participation. Such a declaration of exclusion is to be sent either to the Participant's email address specified in the BetaPoint user account

or by post to the Participant's postal address specified in the BetaPoint user account. This right exists independently of and in addition to the right to extraordinary termination in Section 6.4.

6.7 A significant violation of participation conditions exists if the Participant

6.7.1 registers although he is not entitled to participate (see Section 2 of these Conditions of Participation)

6.7.2 provides false information when registering or updating his data (see Section 3)

6.7.3 redeems BetaPoints from Codes from Betaseed seed boxes (see Section 4.7 f),

6.7.3.1 which he has not himself acquired for sowing in his own agricultural business;

6.7.3.2 which are not in his ownership;

6.7.3.3 which he has returned to the dealer/seller on the basis of a contractual or statutory right of withdrawal from a purchase contract or for other reasons, and the Participant has not informed Betaseed within a reasonable period of time that these were returned,

or

6.7.4 attempts to redeem BetaPoints from Codes of Betaseed seed boxes more than once and/or unauthorizedly detaches, transcribes, scans, passes on these Codes to a third party or uses Codes from a third party (see section 4.7)

6.8 In the event of the exclusion of a Participant in accordance with section 6.4, the BetaPoints collected by the Participant shall expire immediately upon receipt of the exclusion notice. The Participant has no claim for a compensation for the expired BetaPoints.

6.9 If Betaseed has excluded a Participant, this Participant will be deemed ineligible to re-enter the BetaPoint Program unless Betaseed has given its prior written consent.

6.10 Any further claims of Betaseed against the Participant due to his violations of the Conditions of Participation remain unaffected.

6.11 Betaseed reserves the right to delete BetaPoint user accounts that have been inactive for more than 36 months without prior notice with immediate effect. Inactive means that no BetaPoints were collected and redeemed. The BetaPoints on the BetaPoint user account of the Participant at the time of deletion will be deleted and the Participant has no claim for a compensation for the deleted BetaPoints. The Participant may create a new BetaPoint user account at any time.

Betaseed further reserves the right to discontinue the BetaPoint Program in whole or in part at any time. Betaseed shall announce an intended discontinuation of the BetaPoint Program at least three (3) months in advance

on the Betaseed Information Platforms and will also notify each Participant of the discontinuation individually. Such notification of discontinuation is to be sent either to the Participant's email address specified in the BetaPoint user account or by post to the Participant's postal address specified in the BetaPoint user account. The Participant has no claim for a compensation for the discontinuation of BetaPoints Program. The Participant shall not be entitled to any claims against Betaseed due to any failed individual notification of the intention to discontinue the BetaPoint Program. After BetaPoint Program has been terminated, codes can no longer be entered and BetaPoints can no longer be collected and credited. Already collected BetaPoints can only be redeemed until the announced date of the discontinuation of the BetaPoint Program, after which the BetaPoints expire without replacement and the Participant has no claim for a compensation for the expired BetaPoints.

6.12 Should the implementation of the BetaPoint Program or parts thereof by Betaseed prove to be inadmissible due to statutory provisions or due to the decision of a court or an administrative authority, Betaseed may, notwithstanding the aforementioned, discontinue the BetaPoint Program in its entirety or with regard to the relevant part at any time without prior notice. In such event, the Participants shall have no claim against Betaseed for the discontinuance of BetaPoint Program or any part thereof. The Participants claims to the redemption of the BetaPoints collected by them remain intact in this case, as far as legally permissible. Should the redemption of the BetaPoints be legally inadmissible, the Participants shall have no claim to redemption or to a corresponding compensation.

7. Updating Of Data Of The Participant

7.1 Should a Participant's data provided during registration (in particular the data relevant to the mandatory fields) change, the Participant is obligated to update these data immediately in his BetaPoint user account so that a smooth process can be ensured within the framework of BetaPoint Program (including the dispatch of rewards). Each Participant can change his password at any time.

7.2 In addition, Betaseed may at any time request and instruct a Participant to update or confirm his personal data and farm details or to provide evidence thereof to Betaseed. If the Participant does not comply with such a request by Betaseed, Betaseed may deny him access to his BetaPoint user account and thus also the possibility of redeeming BetaPoints until he has carried out the update.

7.3 If the Participant makes false statements in the course of updating his data, Betaseed reserves the right to exclude him from participation in the BetaPoint Program.

8. Modification Of The Conditions of Participation

Betaseed reserves the right to change and/or amend these Conditions of

Participation at any time. Betaseed will notify the Participants of such changes and amendments at least four (4) weeks before the planned entry into force of the changes and/or amendments either by e-mail to the Participant's email address specified in the BetaPoint user account or by post to the Participant's postal address specified in the BetaPoint user account. If a Participant does not object within four (4) weeks after receipt of the notification by e-mail or letter to the address of Betaseed specified in Section 6.2 and if the Participant continues to use the BetaPoint Program after the expiration of the objection period, the changes and amendments shall be deemed to have been agreed upon by the Participant as effective as of the expiration of the objection period. In case of an objection by a Participant within the objection period, the Conditions of Participation will be continued without the intended changes and/or amendments of the Conditions of Participation. Betaseed will inform the Participants about the right of objection and the consequences in the notification of change and/or amendment of the Conditions of Participation. If the Participant objects to the change and/or amendment of the Conditions of Participation, Betaseed is entitled to terminate the participation of a Participant in the BetaPoint in accordance with Section 6.3 of these Conditions of Participation.

9. Temporary Blocking Of A User Account

9.1 Betaseed can block a Participant's access to the BetaPoint Program temporarily or permanently if there are concrete indications that the Participant is violating or has violated these Conditions of Participation and/or applicable law, or if Betaseed has another legitimate interest in blocking the Participant. When deciding on a blocking, Betaseed will take into account the legitimate interests of the Participant.

9.2 In the event of temporary or permanent blocking of the access of a Participant to the BetaPoint Program, Betaseed shall notify the Participant either by e-mail to the Participant's email address specified in the BetaPoint user account or by post to the Participant's postal address specified in the BetaPoint user account.

9.3 In the event of a temporary blocking, Betaseed will reactivate the access to the BetaPoint Program after the blocking period has expired and will notify the Participant thereof either by e-mail to the Participant's email address specified in the BetaPoint user account or by post to the Participant's postal address specified in the BetaPoint user account. A permanently blocked access to the BetaPoint Program cannot be restored. Permanently blocked Participants are permanently excluded from the participation in BetaPoint Program and may not register again for the BetaPoint Program.

10. Liability For Damages

10.1 The liability for damages on the part of Betaseed, irrespective of the legal grounds, in particular resulting from impossibility of performance, default, faulty delivery, breach of contract, breach of duty in the course of the contract negotiations and tortuous acts, is, as far as negligence is observed, limited in accordance with the following provisions. The following limitations do not apply to Betaseed's liability

for damages arising from willful conduct, for guaranteed quality, for injury of life, body or health or according to the German Product Liability Act ("Produkthaftungsgesetz").

10.2 Betaseed is not liable in the case of slight negligence of his company executive body, legal representatives, employees or persons employed for the performance of Betaseed's obligations as long as no essential contractual obligations have been violated the limitation of which would compromise the purpose of the agreement. Essential contractual obligations are obligations, the fulfilment of which makes the proper execution of the agreement possible in the first place and on the fulfilment of which the contractual partner regularly relies and may rely on.

10.3 If an essential contractual obligation as per Section 10.2 above has been violated and for this reason Betaseed is liable for damages, the liability for these damages is limited to foreseeable damage typical for the agreement. Foreseeable damage means a damage that a reasonable person would be able to predict or expect as the ultimately harmful result of the violation of such an essential contractual obligation.

10.4 No claims against Betaseed arise if the Information Platforms and thus the access to BetaPoints or BetaPoint Program itself and the functions contained therein are temporarily not or only partially available or do not function error-free. Betaseed is not liable for any loss of data and resulting damages.

11. Notification of Defects

11.1 The Participant has to organize an immediate and thorough examination of the rewards within five (5) days of receipt on his premises or the premises of a third party nominated by the Participant.

11.2 The Participant has to send a written notification of defect to Betaseed immediately, in any event no later than 15 (fifteen) days from the time of delivery, stating any obvious defects of the reward. For defects which are not obvious, the Participant also has to send a written notification of defect to Betaseed within ten (10) days of the defects of the reward becomes apparent. The receipt of the notification of defect by Betaseed is relevant for determining whether the respective deadline has been met.

11.3 If the Participant fails to send a notification of defect within the required time period, the reward delivered will be deemed approved even if defective. In this case warranty claims are ruled out.

12. Warranty For Rewards

In relation to the rewards, but always subject to clause 5.11, the following shall apply:

12.1 The warranty period for the rewards is one year from the time of its delivery.

12.2 If a delivered reward is found to have material defects, Betaseed is obliged and

entitled to choose, within an appropriate time period, in the first instance to remedy the defect or to supply another reward free of defects. If this fails, i.e. if rectification or replacement of the delivery are impossible, unreasonable, refused or inappropriately delayed, the Participant can, if the defect can be blamed on Betaseed, claim for damages according to Section 10 above ("Liability for Damages") of these Conditions for Participation.

13. Data Protection

Regarding the use and processing of personal data by Betaseed, the privacy policy applies, to which the Participant is referred when registering for the BetaPoint Program.

14. Final Provisions

14.1 Unless expressly stated otherwise in these Conditions of Participation, all declarations made in the context of the participation in BetaPoint Program are to be made by post or by e-mail. The e-mail address of Betaseed is: infodesk@betaseed.com. The postal address of Betaseed is: Friedrich-Ebert-Anlage 36, 60325 Frankfurt am Main. In the event of a change, Betaseed will inform the Participants accordingly.

14.2 These Conditions of Participation and the entire legal relationship between the Participants and Betaseed is governed exclusively by the laws of the Federal Republic of Germany, excluding the conflict of laws provisions and the UN Convention on Contracts for the International Sale of Goods.

14.3 Any legal action or proceeding arising out of and/or relating to the BetaPoint Program and/or these Condition of Participation shall be brought before the competent courts in Frankfurt am Main /Germany.

14.4 If any Section of these Conditions for Participation or part of a Section is invalid or unenforceable, the other Sections of these Conditions for Participation will remain in full force and effect. The Parties shall consult and use their best efforts to agree upon a valid and enforceable Section which shall be a reasonable substitute for such an invalid or unenforceable Section, whilst bearing in mind the economic intention and the spirit of the invalid or unenforceable Section of these Conditions for Participation. The same shall apply to an eventual gap.