

# 2026 FFA SPIRIT OF 1776 CAN DO CONTEST

## Official Rules

**NO PURCHASE OR PAYMENT IS NECESSARY TO ENTER. A PURCHASE OR PAYMENT OF ANY KIND WILL NOT INCREASE YOUR CHANCES OF WINNING.**

### 1. Eligibility

The 2026 FFA Spirit of 1776 Can Do Contest (the “Contest”) is open only to registered Future Farmers of America (“FFA”) Chapters in the State of California. Void where prohibited. Employees and directors of Bayer U.S. LLC, 800 N. Lindbergh Blvd., St. Louis, MO 63167 (“Sponsor”) and its subsidiaries, divisions, affiliates, and advertising or promotional agencies or individuals involved with the design, production, execution or distribution of the Contest and the immediate family and household members of such individuals, are not eligible to enter or win. “Immediate family members” shall mean parents, stepparents, children, stepchildren, siblings, stepsiblings, or spouses, regardless of where they live. “Household members” shall mean people who share the same residence at least three months a year, whether related or not.

In order to enter the Contest or receive the prize, you must fully comply with the Official Rules. By participating in the Contest, you fully and unconditionally accept and agree to be bound by these Official Rules, and you represent and warrant that you meet the eligibility requirements set forth herein. In addition, you agree to accept the decisions of Sponsor as final and binding as it relates to the Contest. You agree that Sponsor shall retain full authority, in its sole discretion, to interpret and administer these Official Rules, and you agree to be bound by all decisions and interpretations made in good faith by Sponsor, or its designee.

### 2. Timing

Contest begins March 4, 2026 at 12:01 a.m. Pacific Standard Time and ends on April 24, 2026 at 12:00 p.m. Pacific Standard Time (“Contest Entry Period”). Sponsor is the official time keeper for this Contest.

### 3. How to Enter

During the Contest Entry Period, Entrants must do the following:

FFA Chapter must collect donated canned goods and/or non-perishable food items from its Chapter members. Chapter members must then build patriotic-themed structures using the items collected. Chapter will post a well-lit image to the official Chapter Instagram page. Chapter submission photo must tag @BayerUS, @LukeBryan and @california.ffa (the “Submission”) and include the following hashtags: #HerestotheFarmer #BayerContest #America250. ***No individual/sole person may submit or publish photos on social media.***

Limit one (1) entry per FFA Chapter during the Contest Entry Period. All entries will become the property of Sponsor and will not be acknowledged or returned, and no correspondence will be entered into regarding the status of any entry. Entrants may only use one email address to enter the Contest. You are not permitted to share the same email address with another entrant. Any attempt by any entrant to obtain more than the stated number of entries by using multiple/different email addresses, identities, registrations and logins, or any other methods will be void and your entries and you will be disqualified. Use of any automated system to enter is prohibited and will result in disqualification. Sponsor is not responsible for lost, late, incomplete, invalid, unintelligible or misdirected entries all of which will be ineligible to win a prize. In the event of a dispute as to any

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entrant, the authorized account holder of the email address used to enter will be deemed to be the entrant. The “authorized account holder” is the natural person assigned an email address by an Internet access provider, online service provider or other organization responsible for assigning email addresses for the domain associated with the submitted address. Potential winners of any prize may be required to show proof of being the authorized account holder to be awarded the prize. All entries become the sole and exclusive property of Sponsor and will not be returned or cancelled.

#### **4. Submission Requirements**

The Submission must comply with the following requirements: (i) the Submission may not feature any person other than entrant, unless the entrant has obtained a sub-licensable publicity release from such individuals and any other necessary consents or releases for use of such individual’s image or likeness in the Submission to be submitted as part of the Contest; (ii) other than Sponsor, its products, brands and/or logos, or products, brands or logos owned solely by the entrant, the Submission may not show, contain, mention, depict, refer or otherwise allude to the name, logo or product of any third party, unless the entrant has obtained written approval from such third party to use, and sub-license the use, of such name, logo or product in the Submission to be submitted as part of the Contest; (iii) the Submission must be entrant’s own original work, created solely by entrant and not created professionally; must not have been previously published, released or distributed in any form; must not have won any award; and must not infringe the copyright, trademark, privacy, publicity, or other personal or proprietary rights of any person or entity; (iv) the Submission may not contain, mention, refer or otherwise allude to any material that is violent, lewd, obscene, sexually explicit, pornographic, disparaging, defamatory, libelous, racially or morally offensive or otherwise contain inappropriate content or objectionable material, as determined by Sponsor in its sole discretion; (v) the Submission cannot promote alcohol, illegal drugs or tobacco, firearms/weapons (or the use of any of the foregoing), any activities that may appear unsafe or dangerous, or any political agenda or message, as determined by Sponsor in its sole discretion; (vi) the Submission cannot in any manner defame, misrepresent, contain disparaging remarks or reflect negatively about Sponsor, its products, or other people, products or companies or their products, or in any way reflect negatively upon such parties or explicitly or implicitly communicate messages or images inconsistent with the positive images and/or goodwill with which Sponsor wishes to be associated, as determined by Sponsor in its sole discretion; (vii) the Submission cannot contain any personal identification of any person except for the entrant, such as personal names, email addresses or street addresses; (viii) the Submission cannot itself be in violation of any law; and (ix) the Submission must otherwise be in compliance with these Official Rules. Sponsor reserves the right, in its sole discretion, to disqualify any Submission that Sponsor believes, in its sole discretion, does not comply with or is in violation of these Official Rules or that otherwise contains prohibited or inappropriate content.

#### **5. Grant of Rights**

Entering this Contest constitutes your full agreement to give Sponsor a royalty-free, irrevocable, perpetual, non-exclusive license to use, reproduce, modify, publish, create derivative works from, and display the Submission in whole or in part, on a worldwide basis, and to incorporate it into other works, in any form, media or technology now known or later developed, including without limitation by using the Submission for promotional or marketing purposes or using it in connection with Sponsor’s social media accounts. You also grant a waiver and full release relating to the Submission, including without limitation waiving your rights of publicity or privacy. If requested, you hereby agree to sign any documents that may be required for Sponsor or its designees to make use of the Submission and all components thereof. By entering, you warrant and represent that you

are the sole and exclusive owner of the Submission and all components thereof and that the same will not infringe on any rights of any third parties, and you further agree that your Submission and all components thereof conforms to these Official Rules.

## **6. Representations and Warranties/Indemnification**

Each person who enters a Submission represents and warrants as follows: (i) entrant has obtained any and all necessary permissions required to submit the Submission and for Sponsor's right to use the Submission for any purpose; (ii) the Submission is owned by entrant and has not been previously published, distributed or otherwise exploited; (iii) the Submission is wholly original by entrant and, as of the date of submission, the Submission is not the subject of any actual or threatened litigation or claim; (iv) the Submission does not and will not violate or infringe upon the intellectual property rights or other rights of any other person or entity, including, but not limited to, rights of privacy and publicity; and (v) the Submission does not and will not violate any applicable laws, and is not and will not be considered defamatory or libelous. Each entrant hereby agrees to indemnify and hold Sponsor and its subsidiaries, affiliates, divisions, partners, representatives, agents, successors, assigns, employees, officers and directors harmless from and against any and all third party claims, actions or proceedings of any kind and from any and all damages, liabilities, costs and expenses relating to or arising out of any breach or alleged breach of any of the warranties, representations or agreements of entrant hereunder.

## **7. Winner Determination**

After the end of the Contest Entry Period, a panel of judges from a local military installation will select the Grand Prize winner, as well as 2nd and 3rd place chapters, based on the following criteria:

### **Judging Criteria**

#### **1. Patriotic Spirit & Theme Representation (40 points)**

- How well does the structure capture patriotic themes and the "Spirit of 1776"?
- The design should clearly reflect American patriotic symbols, values, or historical elements
- Patriotic theme should be easily recognizable and creatively interpreted

#### **2. Creativity & Originality (25 points)**

- Designs should showcase a unique, imaginative concept using canned goods and/or non-perishable food items
- Judges will evaluate engineering difficulty, visual appeal, and clever use of shape, scale, or storytelling elements that make the build stand out

#### **3. Structural Execution (15 points)**

- Builds must be stable, well-organized, and demonstrate effort and planning
- Judges will evaluate construction quality and overall visual impression

#### **4. Community Impact, Scale & Presentation (20 points) - Tiebreaker Category**

- Total pounds/cans donated (visual or stated)

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- How well the chapter demonstrates commitment to community service and food security
- Instagram post quality, including caption with context: What inspired your design? How did your chapter collect food?
- Compelling storytelling and presentation

**Total: 100 points**

**Tiebreaker:**

In the event of a tie, the Chapter whose Submission received the highest score in the "Community Impact, Scale & Presentation" category from among the tied Submissions, as determined by the qualified judges in their sole discretion, will be selected as the potential prize winner.

**8. Winner Notification**

On or about April 28, 2026, a member of the Bayer promotion team will contact the California FFA Board to announce the winner, and winner will be announced on winning California FFA Chapter’s Instagram page. A representative from the winning FFA Chapter will be required to complete, sign and return to Sponsor an affidavit of eligibility and liability/publicity release within seven (7) days of receipt of such documents from Sponsor before accepting the prize. Failure by entrant to respond to the initial verification within five (5) days of initial notification or failure to return the documents prior to the deadline may result in disqualification, any prize won may be forfeited, and Sponsor may select an alternate winner from the remaining eligible entries. Potential winners must follow the initial prize claim instructions and any subsequent claim instructions, or the prize will be forfeited in its entirety. Sponsor shall have no liability for a winner’s failure to receive notices due to winners’ spam, junk e-mail voicemail malfunction or other security settings or for winners’ provision of incorrect or otherwise non-functioning contact information.

**9. Verification of Potential Winners**

In the event a potential winner (a) cannot be reached for whatever reason or the potential winner notification or prize is returned as undeliverable; (b) declines or cannot accept, receive or use the prize for any reason; (c) is found to be ineligible to enter the Contest or receive the prize, or (d) cannot or does not comply with the Official Rules, an alternate potential winner may be selected, at Sponsor’s sole discretion, from among the other eligible entries received.

**10. Prizes**

**Grand Prize:** One (1) grand prize will be awarded. The grand prize winner will receive: A Five Thousand Dollar (\$5,000) donation to the Chapter’s school or official Chapter account.

**Second Place Prize:** The top three (3) Chapters with the most points will each receive fifty (50) general admission tickets to the Luke Bryan Farm Tour at a California location to be mutually determined by Sponsor and the winning Chapters. Tickets are for internal distribution by the Chapter at their discretion. Concert location and date will be confirmed with each winning Chapter within seven (7) days of winner notification, subject to ticket availability at the Chapter's preferred location.

The winning FFA Chapter Advisor will select four (4) chapter members, each of whom must be age 18 or older at the time of the event, to participate in a pre-concert meet and greet with Luke Bryan. This meet and greet is **strictly contingent upon the artist’s availability** and is subject to change, delay, or cancellation at any time without prior notice due to scheduling conflicts,

professional obligations, or unforeseen circumstances. Please note that this experience is a **non-guaranteed promotional opportunity**; in the event the meet and greet does not take place for any reason, no alternative prize, cash equivalent, or other compensation will be provided. All participants must comply with tour security requirements and provide valid government-issued identification upon arrival. The prize is non-transferable and may not be sold or auctioned.

**All other expenses not specified herein, including travel, meals and personal expenses are the sole responsibility of the winner.** Sponsor reserves the right to substitute any listed prize for one of equal or greater value for any reason.

The prizes are not transferable. No substitution or cash redemption of any prize, or any portion thereof, is allowed, except at the sole discretion of Sponsor. Sponsor is not responsible for the inability of the winner to accept the prize or any portion thereof for any reason. Any difference in the stated ARV and the actual value of the prize will not be awarded. The winner is solely responsible for all unspecified costs and expenses associated with prize acceptance and use. **PRIZES ARE AWARDED “AS IS” WITH NO REPRESENTATION OR GUARANTEE OF ANY KIND BY SPONSOR, AND EXCLUDE ALL WARRANTIES, EXPRESS OR IMPLIED, ARISING BY OPERATION OF LAW OR OTHERWISE, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Each winner is responsible for all applicable local, state and federal taxes. Sponsor will issue winners of prizes valued at \$2,000 or over an IRS 1099 Tax Form, and winner agrees to fully cooperate in complying with applicable governmental reporting requirements. If requested by Sponsor, the potential winner will be required to complete, sign and return to Sponsor an IRS Form W-9 prior to receiving the prize. Failure to complete, sign and return a W-9 will result in the winner being disqualified, and in such case Sponsor may, in its sole discretion, select an alternate winner in a random drawing from remaining eligible entries.

#### **11. Hold Harmless/Release**

**BY PARTICIPATING, EACH ENTRANT AGREES TO HOLD HARMLESS THE SPONSOR AND ITS RESPECTIVE PARENT, SUBSIDIARY, AND AFFILIATED COMPANIES, THE CONTEST JUDGES, AND ANY OTHER PERSON AND ORGANIZATION RESPONSIBLE FOR SPONSORING, FULFILLING, ADMINISTERING, ADVERTISING OR PROMOTING THE CONTEST, AND ALL OF THEIR RESPECTIVE PAST AND PRESENT OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE “RELEASED PARTIES”) FROM AND AGAINST ANY LIABILITY WHATSOEVER, AND WAIVE AND RELEASE THE RELEASED PARTIES FROM ANY AND ALL CAUSES OF ACTION, FOR ANY CLAIMS, EXPENSES, INJURIES, LOSSES OR DAMAGES OF ANY KIND (INCLUDING, WITHOUT LIMITATION, CLAIMS, COSTS, INJURIES, LOSSES AND DAMAGES RELATED TO PERSONAL INJURIES, DEATH, DAMAGE TO OR DESTRUCTION OF PROPERTY, RIGHTS OF PUBLICITY OR PRIVACY, DEFAMATION OR PORTRAYAL IN A FALSE LIGHT, WHETHER INTENTIONAL OR UNINTENTIONAL) ARISING OUT OF OR IN CONNECTION WITH THE ACCEPTANCE, POSSESSION, OR USE/MISUSE OF ANY PRIZE, PARTICIPATION IN ANY CONTEST-RELATED ACTIVITY, OR PARTICIPATION IN THE CONTEST, WHETHER UNDER A THEORY OF CONTRACT, TORTS (INCLUDING, WITHOUT LIMITATION, NEGLIGENCE), WARRANTY, OR ANY OTHER THEORY OR CAUSE**

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### **12. Publicity**

Except where prohibited or restricted by law, each winner's acceptance of a prize constitutes such winner's agreement and consent for Sponsor and any of its designees to use and/or publish winner's full name, city and state of residence, photographs or other likenesses, pictures, portraits, video, voice, testimonials, biographical information (in whole or in part), and/or statements made by winner regarding the Contest or Sponsor, worldwide and in perpetuity for any and all purposes, including, but not limited to, advertising, trade and/or promotion purposes on behalf of Sponsor, in any and all forms of media, now known or hereafter devised, including, but not limited to, print, TV, radio, electronic, cable, or World Wide Web, without further limitation, restriction, compensation, notice, review, or approval.

### **13. General Conditions**

Sponsor reserves the right to cancel, suspend and/or modify the Contest, or any part of it, if any fraud, technical failures or any other factor beyond Sponsor's control impairs the integrity or proper functioning of the Contest, as determined by Sponsor in its sole discretion. Sponsor reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the registration process or the operation of the Contest or to be acting in violation of these Official Rules or any other promotion or in an unsportsmanlike or disruptive manner. Any attempt by any person to deliberately undermine the legitimate operation of the Contest may be a violation of criminal and civil law, and, should such an attempt be made, Sponsor reserves the right to seek damages from any such person to the fullest extent permitted by law. Sponsor's failure to enforce any term of these Official Rules shall not constitute a waiver of that provision.

### **14. Limitations of Liability**

The Released Parties are not responsible for: (a) any incorrect or inaccurate information, whether caused by entrants, printing errors or by any of the equipment or programming associated with or utilized in the Contest; (b) technical failures of any kind, including, but not limited to malfunctions, interruptions, or disconnections in phone lines or network hardware or software; (c) unauthorized human intervention in any part of the entry process or the Contest; (d) technical or human error in the administration of the Contest or the processing of registrations; or (e) any injury or damage to persons or property which may be caused, directly or indirectly, in whole or in part, from entrant's participation in the Contest or receipt or use or misuse of any prize. If for any reason an entrant's registration is confirmed to have been erroneously deleted, lost, or otherwise destroyed or corrupted, entrant's sole remedy is another entry in the Contest. No more than the stated number of each prize will be awarded.

### **15. Disputes**

To the fullest extent permitted by law, by participating in the Contest, you understand and agree that: (a) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved individually, **WITHOUT RESORT TO ANY FORM OF CLASS ACTION**; (b) any and all disputes, claims and causes of action arising out of or connected with this Contest, or any prizes awarded, shall be resolved exclusively by the United States District Court or the appropriate Court located in St. Louis County, Missouri; (c) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with entering this Contest, but in no event attorneys' fees; and (d) under no circumstances will entrant be permitted to obtain awards for, and entrant hereby waives 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 LIMITATIONS OR 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 these Official Rules, or the rights and obligations of the entrant and Sponsor in connection with the Contest, shall be governed by, and construed in accordance with, the laws of the State of Missouri, without giving effect to any choice of law or conflict of law rules (whether of the State of Missouri or any other jurisdiction), which would cause the application of the laws of any jurisdiction other than the State of Missouri.

#### **16. Entrant's Personal Information**

Information collected from entrants is subject to the Sponsor's Privacy Policy, which is available at <https://www.bayer.com/en/privacy-statement>; provided, that in the event of any conflict between these Official Rules and such Privacy Policy, the terms and conditions of these Official Rules shall prevail only with respect to the conduct of this Contest.

#### **17. Contest Results**

For Contest results send an email to [richard.meiers@bayer.com](mailto:richard.meiers@bayer.com) with the subject line stating: "Winners List – 2026 FFA Spirit of 1776 Can Do Contest". Requests for the winner list must be received within 60 days of the end of the Contest Entry Period.