

POWER OF PLANTS CONTEST OFFICIAL RULES

Sponsored by Missouri Botanical Garden

1. NO PURCHASE NECESSARY TO ENTER OR WIN A PRIZE.

THE PURCHASE OF ANY GOOD AND/OR SERVICE WILL NOT INCREASE AN ENTRANT'S CHANCE OF WINNING.

VOID WHERE PROHIBITED OR RESTRICTED BY LAW.

2. Sponsor. This Contest is sponsored by Missouri Botanical Garden (“**Sponsor**”), 4344 Shaw Boulevard, St. Louis, MO 63110 and the Monsanto Fund (“**Sponsor**”), 800 North Lindbergh Boulevard, St. Louis, MO 63167.

3. Contest Entry Period. Power of Plants Contest (the “**Contest**”) commences at 12:00:01 AM Central Time (“**CT**”) on August 1, 2009 and ends at 3:59:59 PM CT on January 31, 2010 (the “**Contest Period**”). All entries must be received in accordance with these Official Rules. The winner will be announced on or about May 10, 2010. All entries must be received no later than 3:59:59 PM CT on January 31, 2010.

4. Eligibility. This Contest is open to legal residents of Missouri and Illinois. Entrants must be in elementary school, middle school or high school at the time of entry. Persons may enter as individuals or as a member of a group. Entries will be divided into two categories: Individual and Group, and further into three age groups: Elementary School (Kindergarten – Grade 5), Middle School (Grades 6-8) and High School (Grades 9-12). Group entries of mixed grades will be judged in the category of the oldest participant. Each person may enter once as an individual and once as a member of a group, for a maximum number of entries of two per person. An individual, a group or an individual acting as a member of a group who enters the Contest is herein referred to as an “**Entrant**.” Should an Entrant submit more than two entries, all such entries of which such person is a part will be disqualified. Employees, officers and directors (and their immediate families, i.e., parents, spouse, children, siblings, grandparents, step parents, step children and step siblings) of Sponsor and their respective affiliated companies, subsidiaries, advertising agencies and marketing companies (collectively, “**Sponsor Entities**”) are not eligible to enter the Contest. By participating in this Contest, Entrants agree to be bound by these Official Rules and by the interpretations of these Official Rules by Sponsor, which are final in all matters relating to the Contest.

5. Contest. The purpose of the Contest is to educate students about the amazing properties of plants, their qualities and characteristics and the benefits provided by plants. Entrants will create either two-dimensional or three-dimensional artwork which complies with the requirements described in these Official Rules and which demonstrates a creative way to convey the factual information Entrant learned about a plant Entrant selected to study.

Entries received after the deadline will not be eligible. Entries not complying with the further requirements of these Official Rules will not be eligible.

6. Contest Entry. To enter the Contest, each Entrant must:

(a) Complete an Official Entry Form. They can be found at the Sponsor's website at www.mobot.org/power, or may be obtained in paper copy at Sponsor's office at 4344 Shaw Boulevard, St. Louis, MO 63110. An entry form for each group member must be attached to the entry. All Entrants must have a parent/guardian sign the Official Entry Form. Incomplete, illegible, late or postage due Official Entry Forms will not be accepted.

(b) Create and submit artwork ("**Artwork**") which complies with the terms of these Official Rules. All Artwork must be two- or three-dimensional artwork. Two-dimensional pieces must be able to hang on a wall and can be no longer than 18 by 24 inches. Three-dimensional entries can be no longer than 12 inches wide by 24 inches tall by 12 inches deep. These can include, but are not limited to cartoons, comic strips, news articles, models, action figures, posters, stories, pamphlets and flyers. Entries that exceed the size limits will be disqualified.

(c) All entries must be student-only work. A completed Official Entry Form must accompany each Entry. Entries must include factual information about the selected plant.

(d) Entries cannot require electrical connections, contain perishable components or contain elements that could damage the walls or floors in the display area. Sponsor staff will take ordinary and reasonable care in moving artwork but is not responsible for any damage.

(e) Entries cannot be based on the Rosy Periwinkle (*Catharanthus roseus*) or Vanilla (*Vanilla planifolia*).

(f) All Entries submitted in compliance with these Official Rules shall be hereinafter referred to as "**Eligible Entries**."

(g) Mail to Sponsor the Artwork portion of the Entry to Missouri Botanical Garden, (Power of Plants Contest, P.O. Box 299, St. Louis, MO 63166-0299) or hand-deliver it to Sponsor at the Commerce Bank Education Center, 4651 Shaw Boulevard, St. Louis, MO 63110. Hand Deliveries may only be made from January 23 through January 31, 2010 from 10:00 AM – 4:00 PM CT. Deliveries during any other times will not be accepted.

(h) By entering the Contest, all Entrants agree to be bound by the Official Rules of this Contest. No Entries will be acknowledged under any circumstance, or returned to Entrants by Sponsor. Entrants may pick up their Artwork at the Commerce Bank Center for Science Education, 4651 Shaw Boulevard, St. Louis, MO 63110 from 10:00 AM to

4:00 PM CT on August 6 and 7, 2010. If not picked up during those times, Artwork irrevocably becomes the property of Sponsor, and Sponsor may deal with it as it chooses.

(i) By entering the Contest, each Entrant irrevocably agrees to allow Sponsor to reference his/her name and likeness at the Sponsor Website and to use his/her name, image, likeness, and voice recordings in all media anywhere throughout the world in perpetuity, without additional permission or compensation unless prohibited by law.

(j) Each Entrant, by entering the Contest, agrees that, should he or she be chosen as Winner, he or she will irrevocably assign all worldwide right, title and interest in and to the Entry (including specifically the Art), including, by way of example but not limitation, intellectual property rights and moral rights, all copyright rights, invention and trademark rights, on an exclusive basis, such exclusive basis to also exclude Entrant/owner from exercising any rights or interest over the subject matter hereof.

(k) By entering the Contest, Entrant acknowledges and represents to Sponsor Entities (1) that all elements of his/her Entry, including all video, visual, graphic and design elements, concepts and characters, and all musical elements, including lyrics, compositions and performances, are his/her original creation and that he/she owns all copyright, trademark, trade name and other intellectual property rights to them and that the use of them in the Entry does not violate the laws of any country, state, municipality or any common law rights, including but not limited to Title 17 of the United States Code, and Section 106 of the 1976 Copyright Act, as amended, and that the use of them in the Entry has not infringed upon such rights of any third party; and/or (2) that he/she has obtained all necessary licenses or permissions from all appropriate third parties required for the production and submission of the Entry in the Contest as herein described; (3) that the display of his/her Entry by Sponsor as herein contemplated will not violate the intellectual property rights or rights of publicity or rights of privacy of any third parties or otherwise breach any provision of any applicable law or regulation; (4) that Sponsor has his/her irrevocable permission for the posting of his/her name, use of his/her name and reference to his/her Entry on the Sponsor Website, the Display of the Entry as herein contemplated and use and posting of his/her image, likeness and speech provided by him/her to Sponsor in any manner in connection with the Contest without any compensation, regardless of whether his/her Entry is a winning Entry; and (5) that he/she has obtained irrevocable full and informed consent of any third party whose image, likeness and speech appears in his/her Entry and that no person under the age of eighteen (18) appears in his/her Entry unless Entrant has obtained the written permission of such person's parent or legal guardian.

(k) By entering the Contest, Entrant agrees to indemnify and hold Sponsor and the Sponsor Entities harmless from any and all losses, damages (including but not limited to punitive damages and reasonable attorneys' fees and expenses), rights, claims and actions of any kind arising out of any breach or falsity of Entrant's representations made in entering into this Contest, including without limitation those set forth in these Official Rules and in the Entry.

7. Contest Format. Eligible Entries may be placed on public display at the Commerce Bank Center for Science Education, 4651 Shaw Boulevard, St. Louis, MO 63110 and the Missouri Botanical Garden, 4344 Shaw Boulevard, St. Louis, MO 63110 once they are received by Sponsor. All Eligible Entries will be judged by independent judges, including experts in botany, art and literature, using the Judging Criteria.

8. Contest Judging and Criteria. (a) The Eligible Entries will be judged according to the Judging Criteria described below to judge botanical accuracy, creativity and quality. Entries must receive a minimum of sixty (60) points to be considered for a Prize. All decisions of the judges will be final. The Judging Criteria is as follows:

To be eligible for a prize, each entry must (please check):

- Have a complete, legible entry form attached
- Be botanically-accurate and include up-to-date information
- Fit within the size guidelines

If all three of these qualifications do not apply to the entry, the entry is not eligible for a prize.

	Points Possible
Written information is easy to read, grammatically correct.	20
Entry includes a student-created, accurate representation of the chosen plant.	20
Entry is creative and visually appealing.	20
Entry will educate others about the chosen plant's characteristics.	20
Entry will inspire conservation of chosen plant and overall biodiversity.	20
TOTAL	100

Entries must receive a minimum of 60 points to be qualified to win a Prize.

(b) The Eligible Entries will each be scored by three judges. The sum of the scores of all three judges will be deemed the score of the Eligible Entry. In the event of a tie score, the Entrant with the highest aggregate score under the criteria "Quality of written description and/or visual representation" will be deemed winner. In the further event of a tie, the Entrant with the highest aggregate score under the criteria "Entry includes factual, botanically-accurate and current information; information source(s) included on Entry Form." will be deemed the winner. In the further event of a tie, the Entrant submitting

his or her Eligible Entry closest to the time the Contest Period begins, as recorded in Sponsor delivery log will determine the winner.

9. Odds. The odds of becoming the Winner depends on the number of Eligible Entries received.

10. Prize. Winning Entries will receive Prizes as follows:

PRIZES

Grand Prize: \$1000 Cash Prize (top scoring entry among all entries)

Age Group	Place	Individual Entry	Group Entry
Kindergarten through Grade 5	1 st	\$300	\$300
	2 nd	\$200	\$200
	3 rd	\$100	\$100
	Honorable Mention	Certificate	Certificate
Grade 6 through Grade 8	1 st	\$300	\$300
	2 nd	\$200	\$200
	3 rd	\$100	\$100
	Honorable Mention	Certificate	Certificate
Grade 9 through Grade 12	1 st	\$300	\$300
	2 nd	\$200	\$200
	3 rd	\$100	\$100
	Honorable Mention	Certificate	Certificate

11. Prize Winner Notification Verification. The Prize Winners will be announced at a reception no later than May 31, 2010 at 11:59:59 PM CT at the Missouri Botanical Garden. Each Winner must prove eligibility, including, without limitation, proof of grade and residence upon notification as a potential Prize Winner. In the event of non-compliance by a potential Prize Winner, such potential Prize Winner shall be disqualified and all privileges otherwise due as a Prize Winner shall be terminated and an alternative potential Prize Winner may be awarded the Prize in the Sponsor’s sole discretion. The Prize Winner must sign upon notification and acceptance of Prize an affidavit of eligibility and release of Sponsor Entities and directors, employees, agents, members, affiliated companies and subsidiaries, from any and all liability, loss, claims, demands, and causes of action for personal injury and/or damage, theft, loss, or any other harm suffered in connection with this Contest directly or indirectly from acceptance, possession, or misuse of any Prize or participation in this Contest to be eligible for the Prize. Entry into this Contest constitutes agreement to sign such affidavit. Winner must also complete any additional legal documents provided by Sponsor with respect to the Prize, including assignment of intellectual property rights, and return them as instructed within the time frame specified by Sponsor or Prize Winner will forfeit Prize at Sponsor’s

sole discretion. In the event a Prize Winner has not reached the age of majority in his or her state of residence, the Sponsor may require the Prize Winner's parent or legal guardian to execute such documents on behalf of the Prize Winner.

12. General Prize Terms. All costs and expenses not specifically listed above, including, without limitation, federal, state and local taxes to be incurred in connection with redemption of the Prize are solely Winner's responsibility. The value of the Prizes will be taxable to Winner as income. Winner must supply Sponsor with his/her social security number for tax purposes. Upon Entry into the Contest, Winner (as well as all other Entrants) are required to comply with any and all applicable federal, state and local laws, rules and regulations. The Sponsor shall have no responsibility or obligation to the Winner or potential Winners who are unable to accept or utilize Prize as described herein.

13. General Terms. Noncompliance with any of these Official Rules may result in disqualification. ANY VIOLATION OF THESE OFFICIAL RULES BY A PRIZE WINNER OR ANY BEHAVIOR BY A PRIZE WINNER THAT WILL BRING SUCH PRIZE WINNER OR SPONSOR INTO DISREPUTE (IN SPONSOR ENTITIES' SOLE DISCRETION) WILL RESULT IN SUCH PRIZE WINNER'S DISQUALIFICATION AS A PRIZE WINNER AND ALL PRIVILEGES AS A PRIZE WINNER WILL BE IMMEDIATELY TERMINATED.

Sponsor assumes no responsibility for incorrect or inaccurate Entry information whether caused by any of the equipment or programming associated with or utilized in this Contest or by any human error which may occur in the processing of the Entries in this Contest. Sponsor is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers, or providers, computer equipment, software, failure of any email or servers on account of technical problems or traffic congestion on the Internet or at any website, or any combination thereof, or any incomplete, lost, late, delayed, misdirected or garbled Entries or failure to receive Entries, including, without limitation, any injury or damage to Entrant's or any other person's computer related to or resulting from participation or uploading or downloading any materials or software or attempts to participate in or upload or download materials or software related to this Contest. Sponsor is not responsible for any typographical or other error in the printing of the offer, administration of the Contest, or in the announcement of the Prizes and the Prize Winners or information provided on its website. If, for any reason, the Contest is not capable of running as planned, or is disrupted or corrupted, including, without limitation, by strikes, acts of war or terrorism, infection by computer virus, bugs, tampering, unauthorized intervention, fraud, technical or system failures, or any other causes beyond the control of Sponsor which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Contest or for any reason Sponsor deems it necessary, Sponsor reserves the right in its sole discretion to cancel, terminate, modify or suspend the Contest or to determine the Prize Winners in its sole discretion. All interpretations of these Official Rules and decisions by Sponsor are final. No software-generated, robotic, programmed, script, macro or other online or text message Entries are permitted. Sponsor reserves the right in its sole discretion to

disqualify any individual it suspects or finds: (i) to have used a software-generated, robotic, programmed, script, macro or other automated online or text message Entry; (ii) to have tampered with the Entry process or the operation of this Contest; (iii) to be acting in violation of these Official Rules; (iv) to be acting in an unsportsmanlike or disruptive manner, or with intent to annoy, abuse, threaten or harass any other person; or (v) to have provided inaccurate information on any legal documents submitted in connection with this Contest. CAUTION: ANY ATTEMPT BY AN INDIVIDUAL TO DELIBERATELY DAMAGE ANY WEBSITE OR UNDERMINE THE LEGITIMATE OPERATION OF THE CONTEST IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND SHOULD SUCH AN ATTEMPT BE MADE, SPONSOR RESERVES THE RIGHT TO SEEK DAMAGES FROM ANY SUCH INDIVIDUAL TO THE FULLEST EXTENT PERMITTED BY LAW. THE MISSOURI COURTS (STATE AND FEDERAL) SITTING IN ST. LOUIS, MISSOURI, SHALL HAVE SOLE JURISDICTION OF ANY CONTROVERSIES REGARDING THE CONTEST AND THE LAWS OF THE STATE OF MISSOURI SHALL GOVERN THE CONTEST. EACH ENTRANT WAIVES ANY AND ALL OBJECTIONS TO JURISDICTION AND VENUE IN THESE COURTS AND HEREBY SUBMITS TO THE JURISDICTION OF THOSE COURTS.

14. Indemnification. By entering, Entrants and Prize Winners agree to hold harmless and indemnify officers, directors, partners, members, shareholders, employees and agents of Sponsor, and each of its respective parent companies, subsidiaries, affiliates, advertising and promotional agencies (collectively, "Sponsor Entities") from and against any and all liability, damages or causes of action (however named or described), with respect to or arising out of either (i) Entrant's participation in the Contest, including, without limitation, the breach or violation of Entrant's representations and warranties concerning his or her Entry; and/or (ii) the receipt, redemption or use of the Prizes awarded in the Contest, including, without limitation, products purchased with the Prizes themselves. Entrants agree to release all rights to bring any claim, action or proceeding against Sponsor Entities, further covenant not to sue Sponsor Entities and hereby acknowledge that neither Sponsor nor any Sponsor Entity has made or is in any manner responsible or liable for any warranty, representation or guarantee, express or implied, in fact or in law, relative to the Prizes. Where permitted by law, in consideration for being awarded a Prize, Winners hereby agree and consent, without further authorization, compensation or remuneration of any kind, to the use of their names and/or likenesses in any and all advertising, promotions and other publicity conducted by Sponsor.

15. Request for the Names of the Prize Winners and Official Rules. For the name of the Prize Winners and/or Official Rules, send a self-addressed stamped enveloped to:

Missouri Botanical Garden
Power of Plants Contest
4344 Shaw Boulevard
St. Louis, MO 63110

All requests for a copy of the Official Rules and for the names of the Grand Prize Winners must be made by May 31, 2012. Please note on the front left-hand corner of your outer envelope whether you are requesting “Official Rules” or the name of the “Prize Winners.” Vermont residents may omit return postage.