

## **Terms of Use applicable to the “Global Hero and Farmers 2050” Applications**

The following are the terms of use for the “Global Hero and Farmers 2050” Application only. For Nutrien’s website Legal Notices and Privacy Policy, please refer to the appropriate sections on Nutrien’s website (<http://www.Nutrien.com/>).

### **1. License and nature of the rights granted**

Under these terms of use, Nutrien Ltd. (“Nutrien”) grants you a personal and non-transferable license for the use of the “Global Hero and Farmers 2050” application (the “Application”) for non-commercial purposes.

Your use of this Application is subject to the following terms and conditions (the “Terms”) and all applicable laws.

The license does not allow you to use the Application on a device that you do not own or that is not under your control. You may not distribute or make the Application available on a network within which it could be used simultaneously on several devices. You may not rent, lease, sell, or redistribute the Application or grant sub-licenses.

You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of the Application, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing use of any open sourced components included with the Application).

The terms of the license will govern any upgrades that replace and/or supplement the version of the Application you have initially downloaded, unless such upgrade is accompanied by a separate license in which case the terms of that license will govern.

By downloading and accessing this Application, you agree to abide by these Terms without limitation or reservation. If you do not agree with any Term set forth herein, please do not use this Application, uninstall it and erase all content associated therewith.

You are solely responsible for ensuring that you are legally accessing this Application, and that the content available therein or thereby is legal in every jurisdiction where you access or view this Application or its content, as well as in any intermediary jurisdiction by which you do so.

The Application may not be compatible with all devices, operating systems and browsers. Nutrien makes no representation and offers no guarantee as to the compatibility of the Application with your device, its operating system or your operator’s technology. You are solely responsible for providing all the equipment necessary to access and use the Application and ensure that your device and its operating system are compatible with the content format of the Application. You understand that the content put at your disposal by the Application can be sent to your device via wireless network access services and you acknowledge your sole liability for all charges related to these services, including roaming charges, where applicable.

### **2. Exclusion of Warranties**

Nutrien, as well as its affiliated and associated companies, their respective administrators, executives, owners, partners, employees, agents, representatives, successors and assigns (the “Group Members”) make no claims or warranties, express or otherwise, regarding the functionality or the state of this Application, its relevance for your purposes or its use without interruptions or errors. ALL CONTENT, INFORMATION, APPLICATIONS, PRODUCTS AND SERVICES PRESENTED ON THIS APPLICATION AS WELL AS RELATED INFORMATION ARE PROVIDED ON AN “AS IS” BASIS AND WITHOUT WARRANTIES OF ANY KIND. NUTRIEN AND ITS GROUP MEMBERS DISCLAIM ALL WARRANTIES OR CONDITIONS, WRITTEN OR ORAL, STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT

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The information, applications, products, services and contents featured on this Application are not intended to provide specific medical, technical, financial, fiscal, legal, business or accounting advice, nor any other form of advice applicable to the user's specific situation, and we recommend that you consult with your own professional advisors to determine how any information, applications, products, services or contents made available by way of this Application apply to your specific situation. These exclusions are in addition to any specific exclusions otherwise set forth in these Terms. Should the exclusion of certain warranties be prohibited in the jurisdiction whose laws govern the actions of the user, such unauthorized exclusions shall not apply, while all other legal exclusions will persist. THE INFORMATION, APPLICATIONS, PRODUCTS AND SERVICES ANNOUNCED ON THIS APPLICATION MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS, AND MAY PERIODICALLY BE SUBJECT TO CHANGE. NUTRIEN, GROUP MEMBERS, AND/OR THEIR RESPECTIVE SUPPLIERS MAY IMPROVE AND/OR MODIFY THIS APPLICATION AT ANY TIME WITHOUT NOTICE.

### 3. Limitation of liability

NEITHER NUTRIEN, NOR THE GROUP MEMBERS WILL ASSUME ANY LIABILITY FOR DAMAGES, EITHER DIRECT, INDIRECT, INCIDENTAL, SPECIAL OR CONSEQUENTIAL, OF ANY NATURE, RELATED TO THE USE OF OR INABILITY TO USE THIS APPLICATION OR CONTENT, PRODUCTS OR SERVICES OF ANY KIND; AND NO INDEMNIFICATION OR REMEDY OF ANY NATURE WILL BE PROVIDED TO ANY USER OR THIRD PARTY. The user's sole and exclusive remedy consists in discontinuing the use of and access to this Application. Should a part of these exclusions not be valid in the jurisdiction whose laws govern the actions of the user, such a part will not apply, while all other exclusions will be maintained.

By sharing information through the Application on third party web sites and social networks, you are responsible for ensuring (i) that the content you share does not violate the terms of use of these third party web sites and social networks and (ii) more generally, that you comply with the terms of use of those third party social networks.

### 4. Copyrights and trademarks

Contents on this Application, including but not limited to texts, images, logos, illustrations, software, audio files and video clips, are owned by Nutrien or otherwise provided thereby under license, and Nutrien does not represent or warrant in any way that such contents do not infringe the rights of any other person or entity. The contents of this Application are protected in Canada and in other jurisdictions under copyright legislation and governed by all applicable international conventions. Consequently, the contents of this Application may not be copied, reproduced, republished, downloaded, posted, transmitted, distributed or modified, in part or as a whole, in any form whatsoever, whether in text, audio, video or executable format, without prior written consent from Nutrien. Trademarks, official marks, logos and service marks (collectively, "Marks") presented on this Application are registered or unregistered Marks of Nutrien or others that have licensed their use to Nutrien, and are the property of their respective owners. The Marks may not be used in any way without prior written consent from their owner. Nothing in this Application may be construed as conferring any right to use the Marks or the content protected under copyright legislation.

### 5. Suspension of access to the Application

You acknowledge that Nutrien may, at its sole and absolute discretion, and without prior notice, suspend, cancel or terminate your account, your use or your access to this Application, or any of its services, as well as remove and delete any information or content relative to this Application or one of the services (and terminate your use thereof), for any reason whatsoever, including in the event that Nutrien believes that you have infringed these Terms.

Moreover, you acknowledge that Nutrien and Group Members are not accountable to you or anyone pursuant to such a suspension, cancellation or termination. Should you experience dissatisfaction with this Application or one of its related services, Terms, conditions, rules, policies, guidelines or practices of Nutrien in regard to the operation of this Application or any one of Nutrien's services, your only remedy consists in discontinuing the use of Application or service.

## 6. Termination

The license is effective until terminated by you or Nutrien. Your rights under this license will terminate automatically without notice from Nutrien if you fail to comply with any term(s) of this license. Upon termination of the license, you shall cease all use of the Application, and destroy all copies, full or partial, of the Application.

## 7. Confidentiality of the information submitted

Internet communications are subject to interception, loss or alteration. Consequently, you acknowledge that the information or materials you submit electronically as a result of your accessing or use of this Application are neither confidential nor exclusive, except within the limits prescribed by applicable laws, and that unprotected communications on the Internet may be intercepted, altered or lost.

For more information, please review the Confidentiality and Privacy Policy of the Application.

## 8. Additional responsibilities of user

You additionally acknowledge the following responsibilities:

- License – By uploading information, media and documents to this Application, you automatically grant (or warrant that the owner of such content expressly grants) Nutrien and its Group Members an irrevocable, royalty-free and non-exclusive license and international right to copy, adapt, operate, use, circulate, transmit, communicate via telecommunications or other means, post, publicly present and distribute the content submitted, and to create compilations and by-products for any purpose whatsoever, by any currently existing or later developed means, medium and technology, including for broadcasting, wireless and online transmissions. Furthermore, you warrant that any person who could possibly own moral rights in regard to such content has waived their right to any form of recourse relative to the use thereof by Nutrien. You agree to indemnify Nutrien against any claim against it by third parties in respect of the files you have uploaded to the Application.
- Personality rights – You consent to the use of your likeness if it appears in any materials you submit to the Application and you represent and warrant that you have obtained the written consent, release, and/or permission of each and every identifiable individual who appears in such materials.
- Potential damages – Neither Nutrien nor its Group Members may be held liable for any damages that could be caused to your device, network or software as a result of (i) downloading or using this Application; (ii) using any content from this Application; (iii) downloading data or software from this Application. Moreover, neither Nutrien nor its Group Members will assume any form of responsibility regarding the possibility of illegal access to your device, network or software by hackers, or the quality, reliability, compatibility and timeliness of the services rendered by an internet service provider.
- Responsibilities relative to minors – When you authorize a minor to use this Application or one of its functionalities, you assume full responsibility in respect to the following: i) the conduct of the minor online; ii) the minor's access to this Application or any of its services, and the use made thereof by such minor; iii) the consequences of any use by the minor of this Application or any of its functionalities. Finally, you acknowledge and recognize that minors are increasingly using

internet services and that, consequently, they can become the targets of criminals or individuals with wrongful intents. Accordingly, you commit to monitoring the use minors are making of your internet service and to give them advice and safety recommendations to prevent them from being exposed to inappropriate information or comments, or become the victims of harassment or other criminal acts.

## 9. Monitoring

Nutrien may monitor access to the Application, discussions thereon and content posted, as well as other activities related to the Application, and they may intervene accordingly, while they are not making any claims or warranties to this effect. You consent to such monitoring and intervention, should Nutrien decide to pursue such actions.

## 10. Links

Links and references to third party sites are provided exclusively for your convenience. Nutrien has not verified accessibility and does not expressly or implicitly endorse the third party mobile sites or their content, or any information or items accessible using such links, and does not assume any responsibility regarding any such third party sites, information or content, or products or services, posted or available thereon.

Nutrien reserves the right to request, at any time, that any link to this Application created from a third party's website be deleted if, in its sole discretion, such link causes Nutrien a prejudice.

## 11. Viruses

Nutrien does not claim or warrant that the information or content, including any downloadable software, accessed from or through this Application will be free of errors, defects, viruses or other harmful components, that access thereto will be uninterrupted, or that any such issues as they are discovered will be corrected.

## 12. Abuse

You further agree not to use the Application in any manner to harass, abuse, stalk, threaten, defame or otherwise infringe or violate the rights of any other party, and that Nutrien is not in any way responsible for any such use by you, nor for any harassing, threatening, defamatory, offensive or illegal messages or transmissions that you may receive as a result of the Application.

## 13. Reservation of Rights

Nutrien reserves all rights not expressly claimed herein. None of the provisions composing these Terms shall be construed as implicitly, exclusively or otherwise granting any license (except as provided under section 1) or right under a copyright, patent, trademark, or any other intellectual property right of Nutrien or any other individual or entity.

## 14. Modification of Terms

Nutrien may modify or otherwise update the Terms applicable to this Application from time to time without notice. You accordingly agree to be bound by the Terms in effect at the time you access this Application.

## 15. Jurisdiction

This Application is controlled and operated by Nutrien from Calgary, Alberta, Canada. Nutrien makes no claims whatsoever in regard to the relevance or availability of the Application content for use in other jurisdictions. Any individual who chooses to access this Application from other locations does so of their own accord, and is responsible to comply with all local laws, to the extent to which they apply.

## **16. Applicable Law**

These Terms are governed by the laws of the Province of Alberta as well as all applicable Canadian laws, without regard to conflict-of-law principles. You agree to be bound by these laws and to submit to the authority of the courts of Alberta, Canada, in respect to the interpretation or application of these Terms.

## **17. Integral Agreement and Transfer**

These Terms represent the integral agreement between Nutrien and the user in terms of use of the Application, its functionalities and content, and supersede any previous or contemporary agreement, communication or proposal, whether made electronically, verbally or in writing, between Nutrien and the user in regard thereof.

This Agreement is entered into by the user personally, and the latter may not transfer their rights or obligations hereunder to anyone.

## **18. Survival of Obligations and Severability**

These Terms apply while you are accessing the Application and remain in effect thereafter. Should you no longer have access to this Application, the provisions set forth in Articles 2, 3, 4, 7 and 8 of these Terms will persist thereafter.

Should a provision of these Terms be declared illegal, invalid or unenforceable by a competent authority in any jurisdiction, such statement will have no effect on the provision in question in any other jurisdiction and will in no way render this provision illegal, invalid or unenforceable in any other jurisdiction; nor will it have any effect on any other provisions of these Terms in any jurisdiction.

## **19. Non-waiver**

Default from Nutrien to ensure the strict application of any right or provision under these Terms shall not be construed as forfeiture of such right or provision.

## **Confidentiality and Privacy Policy of the Nutrien Application**

This text details the Confidentiality and Privacy Policy developed by Nutrien for the “Global Hero and Farmers 2050” Application (the “Policy”).

### **1. Types of Data Collected & Purposes for Collection and Use**

#### **a. Personal Data (also referred to as “personal information” or “personally identifiable information – PII”)**

You agree that Nutrien may collect and use personal data from your Facebook public profile, and email address. The purpose for such collection and use is for the Application to track your progress in the game, to allow you to create a team in the game, and to track high scores in the game.

#### **b. Technical Data**

Data provided to Nutrien through the Application will be stored within North America in either Canada, the United States, and in some cases both. Data is encrypted both during transit and at rest utilizing current industry standards.

#### **i. Data processed, stored on the device or stored in cloud storage:**

- Anonymous Usage Analytics (see below for detailed listing)
  - Unity Analytics

- Google Analytics
- Data stored in cloud save files
  - Google Play User ID
  - Apple GameCenter User ID
  - Facebook User ID
  - User-generated username (not derived from social platforms)
- Data stored on device
  - Login AccessToken
  - Google Play User ID
  - Apple GameCenter User ID
  - Facebook User ID
  - User-generated username (not derived from social platforms)

ii. Calls to Google Analytics Event (No PII tracked)

- Mission Started, Level #,
- Mission Skipped, Level #
- Location Purchased, Level #
- Location Leased, Level #
- Play Youtube, Level #
- Leaderboard Share, ButtonPress, Level #
- Modal Share, ButtonPress, Level #
- Maybe Later Share, Button Press, Level #
- Share Success, ShareAttempt, Level #
- Share Failure or Cancel, ShareAttempt, Level #
- Daily Bonus, Streak, Level #
- Loan Repayment, Level #
- Crop Rotation, Level #
- Applied Nutrient, Level #

iii. Calls to Unity Analytics (No PII tracked)

- missionStartedText
- missionSkippedText
- locationPurchasedText
- locationLeasedText
- playYouTubeText
- leaderboardShareText
- modalShareText
- maybeLaterShareText
- shareSuccessText
- shareFailureOrCancelText
- dailyBonusText
- learnMoreText
- loanRepaymentText
- cropRotationText
- appliedNutrientsText

2. Children's Privacy

Nutrien does not knowingly solicit or collect personally identifiable information online from children under the age of 13 without prior verifiable parental consent. If Nutrien learns that a child under the age of 13 has submitted personally identifiable information online without parental consent, it will take all reasonable

measures to delete such information from its databases and to not use such information for any purpose (except where necessary to protect the safety of the child or others as required or allowed by law). If you become aware of any personally identifiable information we have collected from children under 13, please contact us at the coordinates indicated at the end of this Policy.

### 3. Security Measures

Notwithstanding the security measures deployed by Nutrien to ensure that personal information is not collected via its Application, complete confidentiality and security on the Internet cannot be guaranteed by anyone at this time. Communications via the Internet are subject to interception, loss or alteration. **YOU ACKNOWLEDGE THAT NEITHER NUTRIEN NOR ITS GROUP MEMBERS CAN BE HELD LIABLE FOR DAMAGES RESULTING FROM THE TRANSMISSION OF CONFIDENTIAL INFORMATION OR PERSONAL INFORMATION OVER THE INTERNET, AND THAT SUCH COMMUNICATIONS ARE AT YOUR OWN RISK.**

### 4. Links to Other Sites

There are several sections throughout the Application that may link you to other applications that are not operated under this Policy, including Nutrien's general website. When you click on such links to access these sites, the current Policy no longer applies. We therefore recommend that you review the privacy statements and confidentiality practices of all other web sites or applications to understand their practices in terms of collecting, using and disclosing your information. These links are provided for user convenience only. Nutrien in no way controls, endorses or guarantees the sites linked to this Application and cannot be held liable for their content or practices, particularly with respect to privacy and confidentiality.

### 5. Changes to this Policy

This Policy was drafted by Nutrien and published on the Application on October 19, 2022. Nutrien reserves the right to make any modifications to this Policy as a result of changes in the technological or legal landscape, or simply as a result of any modification to this Application, at any time, at its sole discretion and without prior notice or notification. If material changes are made to this Policy, Nutrien will prominently post such changes prior to their application.

**CONTINUING TO ACCESS THIS APPLICATION PURSUANT TO ANY UPDATE OF THIS POLICY REPRESENTS YOUR CONSENT TO THE USE OF YOUR PERSONAL INFORMATION ACCORDING TO THE MODIFIED POLICY.**

### 6. Questions about this Policy

In the event that you have any questions, comments or concerns about this Policy, please contact us at the coordinates indicated at the end of this Policy and supply contact information that will allow us to identify you.

### 7. Laws governing the protection of personal information

The Application is published in Calgary, Alberta Canada. This Policy was therefore drafted in accordance with applicable Canadian laws, among others, the Personal Information Protection and Electronic Documents Act.

### 8. Data Deletion Policy

- a. Email [Community.Investment@nutrien.com](mailto:Community.Investment@nutrien.com)
- b. Request your personal data and account to be deleted.
- c. click SEND.

Any questions, comments or requests concerning this Policy can be directed to:  
[Community.Investment@Nutrien.com](mailto:Community.Investment@Nutrien.com)