

Hannaford Dry Season Program - Terms & Conditions

Terms and Conditions for the Hannaford Dry Season Dry Season Program between UPL Australia Pty Ltd ABN 76 066 391 384 of Level 3, 70 Hindmarsh Square, Adelaide SA 5000 (the **Company**) and the **Customer** (as set out in the Enrolment Form).

1. PURPOSE

This document defines the terms and conditions for the Hannaford Dry Season Program and forms a binding agreement between the Company and the Customer in relation to the Program on and from the Enrolment Date. By submitting an Enrolment Form, the Customer agrees to these terms and conditions.

2. CUSTOMER ELIGIBILITY FOR THE PROGRAM

2.1 In order to be eligible for the Program, the Customer must:

- (a) own, or operate farming activities on, a Property within the Region throughout the Offer Period;
- (b) achieve the Minimum Spend and provide the Company with any documentation the Company requires to ensure that the Customer has met the Minimum Spend;
- (c) enrol in the Program by submitting an Enrolment Form during the Enrolment Period; and
- (d) make any and all payments due to the Franchisee for Products during the Offer Period as and when due.

2.2 If the Customer does not satisfy all of the eligibility requirements set out in clause 2.1 throughout the Offer Period, and in particular does not achieve the Minimum Spend, the Customer acknowledges and agrees that it is not eligible to participate in the Program during that Offer Period and this Agreement automatically terminates. The Company will notify the Customer of the termination within 10 Business Days of determining that the Customer is not (or is no longer) eligible and is not obliged to provide any Credit Value to the Customer whether or not a Credit Trigger has occurred.

3. CREDIT TRIGGER AND CREDIT VALUE

3.1 Within 30 days of the Enrolment Date, the Company will notify the Customer by email if the Customer has been enrolled in the Program (whether by the Customer or by the Franchisee on the Customer's behalf), together with the applicable Program details for that Customer on the basis of the information provided by the Customer in the Enrolment Form, including details of the relevant Region. The Customer may opt out of the Program, and terminate this Agreement, at any time by giving written notice.

3.2 If a Credit Trigger occurs:

- (a) the Company will calculate the Credit Value in accordance with the applied value of (**Products**) applied to an individual seed line also treated with Syllas-ST.

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- (b) within 10 Business Days after the end of the Period, the Company will notify the Customer that a Credit Trigger has occurred, and the Customer's relevant Credit Value calculated in accordance with clause 3.2(a).
- 3.3 Subject to the Customer continuing to be eligible for the Program and complying with this Agreement, within:
- (a) 15 Business Days after the end of the Period, the Company will provide the Customer with the applicable Credit Value calculated in accordance with clause 3.2(a) and provide email confirmation voucher to be utilised with their nominated Hannaford franchisee prior to 30-June-2025.
- 3.4 The Customer acknowledges and agrees that if the Company issues any Credit Value, the Company does so as part of the Program, and not in connection with the quality of any seed, or Product, or services, acquired by the Customer from the Company or any Hannaford franchisee, and that the Company does not guarantee the quality of any seed provided by the Customer to any Hannaford franchisee.

4. WEATHER INFORMATION

The Customer acknowledges and agrees that:

- (a) all weather information provided by the Company to the Customer, and in particular Rainfall, Decile 2 Events, are taken by the Company from the Bureau of Meteorology or another independent meteorological station (**Weather Information**) solely for the purpose of identifying whether a Credit Trigger occurs in relation to the Program and any applicable Credit Value, and the Company has not made its own independent inquiries to verify any such information;
- (b) the Company sets the Credit Trigger based on that Weather Information and modelled historical trends based on that Weather Information;
- (c) the Customer will make its own independent inquiries in relation to weather information that applies to its Property for the purpose of the Customer's forecasting and commercial purposes; and
- (d) the Company excludes all liability (including direct or indirect loss or damage) in relation to reliance on the Weather Information.

5. PRIVACY

- 5.1 In connection with the provision by the Company of the Program to the Customer, the Company may collect from the Customer personal information of the Customer and/or the Customer's personnel, for purposes that may include managing its business and the Program, facilitating the supply of the Program, or provision of Products to Franchisees and other Hannaford franchisees and customers. The Company may be unable to undertake these activities if it does not collect the personal information requested or required.
- 5.2 The Company may disclose personal information to third parties such as the Company's related bodies corporate and service providers, other Hannaford franchisees, as well as other persons where the individual to whom the personal information relates has authorised that to occur.

- 5.3 The Company will not disclose such personal information to overseas recipients.
- 5.4 The Company's Privacy Policy contains information about how individuals may access the personal information about them that is held by the Company and, if required, seek correction of such information. It also contains information about how individuals may complain about a breach of the Australian Privacy Principles and how the Company will deal with such a complaint. The Customer can contact the Company by using the contact details shown on the Enrolment Form, or <https://hannafords.com/>.

6. MISCELLANEOUS

- 6.1 This document contains the entire understanding between the parties as to the Program and all previous negotiations, understandings, representations, warranties or commitments concerning that subject matter are superseded by this document and are of no effect.
- 6.2 This Agreement is governed by the laws of the jurisdiction of the Company's principal place of business and the Customer submits to the exclusive jurisdiction of the courts of that jurisdiction (and the courts of appeal from them).

7. DEFINITIONS

Agreement: these Terms and Conditions together with the Enrolment Form.

Business Day means a day when banks are open for business in Adelaide, Australia, excluding a Saturday, Sunday or a public holiday.

Credit Trigger: the occurrence of a Decile 2 Event during the Period in relation to the Region.

Credit Value: up to the total value of the Products purchased by the Customer from the Franchisee during the Offer Period, calculated by the Company in accordance with clause 3.2.

Decile 2 Event: Rainfall in the Region measured across the Period corresponding to a 'Decile 2' (being the lowest 20 percent of Rainfall totals ranked against all other Rainfall totals for the Region), as determined by the Australian Bureau of Meteorology.

Enrolment Date: the date upon which the Customer is enrolled in the Program by the Customer, or a Franchisee on the Customer's behalf, recording the Property, the Customer's name, contact details and purchase volumes on the Hannaford Boost registration form at <https://hannafords.com/boost.html> (**Enrolment Form**).

Enrolment Form: the form completed by the Customer or by the Franchisee on the Customer's behalf to enrol in the Program.

Enrolment Period: the period during which the Customer may enrol in the Program, starting on 1 December 2023 and ending on 31 March 2024.

Franchisee: the distributor or distributors of the Products from whom the Customer purchases the Products.

Offer Period: the period from 1 November 2023 to 15 March 2024.

Minimum Spend: a minimum purchase volume of 10L of Syllas-ST during the Offer Period.

Period: from 1 April 2024 to 30 June 2024.

Products: the Company's seed treatment product, consisting of Rancona Dimension, Rancona C, Zincflo Plus, Foliarflo C, Vitaflo C and Syllas-ST, in any volume combination that includes a minimum of 10L of Syllas-S applied to an individual seed line.

Program: the Hannaford Dry Season Program.

Program Start Date: 1 November 2023.

Property: the block(s) or multiple blocks of land owned or controlled by the Customer at the longitude and latitude location described in the Enrolment Form.

Rainfall: the amount of rain in millimetres measured by the Bureau of Meteorology station geographically nearest the Property.

Region: the relevant rainfall region/catchment in Western Australia, South Australia, Victoria, and New South Wales which is categorised and measured by the geographically nearest Bureau of Meteorology or other independent meteorological station in respect of the Property.