

Terms & Conditions

Cash for Communities Promotion 2023

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How to Participate

To participate in the Cash for Communities Promotion 2023 (Promotion), PGG Wrightson Ltd (PGW) account holders must order and uplift Participating Products during the Promotional Period through participating PGW stores.

For every tonne of Fertiliser, or 10 litres of agrichemical purchased that is Participating Product, participants earn \$1 for their nominated Qualifying Cause.

Sign Up your Qualifying Cause during the Promotional and Sign Up Period below by visiting your local PGG Wrightson store or contacting your Technical Field Representative. You will receive an email from the Cash for Communities team confirming if your cause is accepted as a Qualifying Cause.

Promotional and Sign Up Period

Means from 8:00am on 1 September 2023 until 11:59pm on 30 November 2023.

Cap on donation

The total donation that PGW will provide across all Qualifying Causes is capped at \$150,000. Donations will be allocated to Qualifying Causes in the order that they Sign Up, regardless of when any spend occurred. Causes that Sign Up after the causes that together receive the entirety of the \$150,000 may receive no donation, or only a partial donation if that exhausts the \$150,000 cap. This clause overrides all other clauses in these terms.

Suppliers and Participating Products

Suppliers means a Supplier listed in Schedule 1. Participating Products are those products listing in Schedule 1.

Qualifying Causes

Qualifying Cause means all charitable or non-charitable entities, clubs or groups, including Cancer Society, Rural Support Trusts, St John, Fire Brigades, Rescue Helicopters and Schools that are signed up, and accepted by PGW in its sole discretion. Non charitable recipients cannot be signed up or nominated by family members without the prior approval of PGW's GM Retail & Water. Sign Up your Qualifying Cause by visiting your local PGG Wrightson store or contacting your Technical Field Representative during the Promotional and Sign Up Period.

General

- 1. The above information on How to Participate, Promotional and Sign Up Period, Participating Products and Qualifying Causes forms part of these Terms.
- 2. By participating in the Promotion you accept these Terms.
- 3. To earn a \$1 donation per tonne of fertiliser) or per 10 litres (of agrichemical) donation for the purchaser's nominated Qualifying Cause, purchases must meet all of the following criteria (Qualifying Purchases):
 - a) They must be purchases of Participating Products; and
 - b) They must be made during the Promotional and Sign Up Period; and
 - c) The Products must be uplifted during the Promotional and Sign Up Period.

PGW or any Supplier may in its sole discretion choose to donate an additional amount to any Qualifying cause, over and above a donation given in accordance with the above provisions of clause 3. There will be no obligation to make such donations equally or proportionally across all Qualifying Causes.



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- 4. All Qualifying Purchases must be made on a PGW monthly trade credit account. All accounts must meet current terms of trade and be paid up to date to qualify. For purchases of fertiliser:
 - a) Ballance Agri-Nutrients' Terms and Conditions located at www.ballance.co.nz/merchant-terms-and-conditions apply.
 - b) In addition, the conditions of your relationship with PGW as agent for Ballance Agri-Nutrients and your payment obligations are covered by PGW's Terms of Trade for credit accounts. Our Terms of Trade can be found on our website online at www.pggwrightson.co.nz > Our Company > Terms and Conditions > Customer Terms of Trade.
- 5. PGW, in its absolute discretion, reserves the right to verify the validity of spend (including GST).
- 6. There are no limits on the number of transactions per PGW monthly trade credit account which will accumulate to determine the total eligible donation amount, subject to each containing a unique tax invoice number.
- 7. The volume purchased and donation total used to calculate the total donation per Qualifying Cause includes GST. Donations will only be paid into a bank account in the Qualifying Cause's name. PGW may require proof of use of donations by the nominated Qualifying Cause.
- 8. PGW may in its sole discretion reject any Cause that signs up, for any reason.
- 9. Each account holder may nominate one Qualifying Cause to receive their donation.
- 10. The account holder details or donation amount will not be disclosed to the purchaser's nominated Qualifying Cause.
- 11. If product is returned where permissible under Terms of Trade, then no donation will apply in respect of the returned product.
- 12. PGW's decision is final concerning all matters relating to the Promotion and the application of these Terms and no correspondence will be entered into.
- 13. PGW reserves the right, at any time, to verify the validity of any Sign Up and to disqualify any participant who signs up other than in accordance with these Terms or who tampers with the Sign Up process. Failure by PGW to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 14. PGW and each Supplier take no responsibility for lost, damaged, misdirected, late or illegible entries, incorrect or inaccurate transcription of Sign Up documentation or information, for system failures at the handling house, or for any human error, technical malfunctions, lost/delayed data transmission, omission, interruption, deletion, defect, line failures of any telephone network, computer equipment, software, inability to access telecommunications network services, or any other error or malfunction. Neither will PGW or any Supplier be held responsible for the failure to fulfil the obligations of any of the third parties involved in this Promotion.
- 15. Except for any liability that cannot be excluded by law, PGW and each Supplier (including their directors, officers, shareholders, employees, advisors, assignees, agents) licensees, representatives, advertising and promotional agencies) exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of this Promotion, including, but not limited to, where arising out of the following:
 - a) any technical difficulties or equipment malfunction (whether or not under PGW or a Supplier's control);
 - b) any theft, unauthorised access or third party interference;



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- c) any sign up or nomination that is late, lost, altered, damaged or misdirected (whether or not after their receipt by PGW or a Supplier) due to any reason beyond the reasonable control of PGW or a Supplier;
- d) any variation in donation value to that stated in these Terms; or
- e) any tax liability incurred by a winner or entrant.
- 16. PGW collects individual account holders' personal information in order to conduct this Promotion. If the information requested is not provided, the account holder may not participate in this Promotion. All personal information provided by individual account holders will be held by PGW. Under the Privacy Act 2020, individual account holders have the right to access and correct their personal information. A request to access, update or correct any information should be directed to PGG Wrightson, 1 Robin Mann Place, Christchurch, New Zealand.
- 17. PGW and each Supplier reserve the right to cancel or amend this Promotion or any aspect of it (including the definition of Qualifying Cause) and reverse their acceptance of any Qualifying Cause's sign up for any reason. PGW and each Supplier are not responsible for any third-party acts or omissions.
- 18. PGW and each Supplier shall not be liable for any loss or damage whatsoever which is suffered by a person (including but not limited to indirect or consequential loss) as a result of participating in the Promotion. For the purposes of Part 2, Subpart 1 of the Contract and Commercial Law Act 2017, clauses 14, 15, 16, 18 and 19 are for the benefit of and enforceable by each Supplier.

PGW's Terms of Use apply to the use of www.cashforcommunities.co.nz

Schedule 1

Supplier	Product
Adama New Zealand Limited	Acierto (10L, 20L, 200L), Adapt (0.5kg), Atranex Flow (20L), Bolide (10L), Custodia (10L), Cutlass (10L), Ethosat (20L), Goltix Gold (10L, 20L), Mesoflex (5L), Phoenix (10L), Pyrinex 500EC (10L, 20L), Stellar (10L)
NZ Agritrade Limited	Tropotox Ultra (20L, 200L), Hasten (10L, 20L, 200L)
Arxada NZ Limited	Dynamo (20L), Headstart (5L, 20L), Ombre (10L), Pycus (5L, 20L), Quantum (5L), Saxon (20L)
Ballance Agri-Nutrients Limited	All Ballance Agri-Nutrients fertiliser products (excluding Lime, Gypsum, freight, cartage, bags, pallets and filling fees).
BASF Australia Limited	Comet (10L), Cycocel 750 (10L), Opus (10L), Pulsar (10L), Revylution (10L), Revystar (10L), Sharpen (1kg), Terpal (10L)
Bayer New Zealand Limited	Betanal Forte (10L), Betanal Quattro (20L), Escolta (5L), Hussar (0.6kg), Kestrel (10L), Nortron (20L), Prosaro (10L), Puma S (10L), Roundup UltraMAX (18L, 100L), Vimoy Iblon (10L)
Corteva Agriscience New Zealand Limited	Korvetto (5L, 20L), Milestone (5L, 10L), Questar (7.5L), Rexade (2kg), Sparta (1L, 5L), Starane Xtra (20L), T-MAX (5L, 20L), Transform (1L, 5L), Versatill PowerFlo (10L, 20L),
FMC New Zealand Limited	Exirel (1L, 5L), Granstar (0.2kg, 1kg, 10kg), Hammer Force (1L, 4L), Harmony (0.150kg), Magister CS (1L, 5L)
Nufarm NZ Limited	Attack (5L, 20L), Baton 800WSG (10kg, 20kg), Kaiso 50WG (2.5kg), Kamba 750 (10L), Lion 490 DST (20L, 200L), Roustabout (10L, 200L), Sprinter 700 DS (20L, 200L), Stabilan 750SL (20L), Suscon Green (15kg)
Syngenta Crop Protection Limited	Amistar (20L), Elatus Plus (10L), Karate Zeon (1L, 5L), Minecto Star (0.9kg, 4.5kg), Moddus Evo (5L, 20L), Pirimor 50 (1kg, 5kg), Reglone (20L), Seguris Flexi (10L), Twinax Xtra (10L)
UPL New Zealand Limited	Actiwett (5L, 15L), Centurion Xtra (5L, 20L), Du-Wett (5L, 20L), Ironmax Pro (15kg), Li-1000 (10L, 115L), Merit (20L), Metarex Inov (10kg), Monarch (5L), Peptoil (5L, 20L)