

## ADAMA USA TRIAL STUDY TOUR

### Terms and Conditions

1. In these Terms:

**ADAMA** means Adama Australia Pty Ltd (ABN 55 050 328 973) of Level 1, Building B, 207 Pacific Highway, St Leonards, New South Wales, 2065;

**Eligible Customer** means any retail customer of Nutrien Ag Solutions located in Australia who is a Nutrien Rewards Member and who purchases Relevant Products from Nutrien Ag Solutions during the Promotion Period and who is not an Ineligible Customer;

**Ineligible Customer** means directors, management, employees, officers, contractors (and their immediate families) of both ADAMA and Nutrien Ag Solutions. "Immediate families" means spouse, parent, natural or adopted child and sibling (whether natural or adopted by a parent), whether or not they live in the same household as the director, manager, employee, officer or contractor

**Nutrien Ag Solutions** means Nutrien Ag Solutions Limited Solutions Limited (ABN 73 008 743 217) of Level 10, 737 Bourke St, Docklands VIC 3008 and includes its associated entities as that term is defined in the *Corporations Act 2001* and its officers, employees and agents.

**Promotion** means this ADAMA USA Trial Study Tour promotion;

**Promotion Period** means the period commencing at 12:01 a.m. on 1 June 2023 AEST and finishing at 11:59 p.m. on 31 May 2024 AEST;

**Qualifying Customer** means:

- a. an Eligible Customer that Nutrien Ag Solution's records indicate is one of the eight highest ranked customers based on total amount spent on Relevant Products with Nutrien Ag Solutions in the Promotion Period (**Top Eight**); and
- b. where a member of the Top Eight declines an offer to participate in the Study Tour, the next highest ranked Eligible Customer shown in Nutrien Ag Solutions' records based on total amount spent on Relevant Products with Nutrien Ag Solutions in the Promotion Period;

**Relevant Products** means ADAMA products available for sale by Nutrien Ag Solutions;

**Study Tour** means an eight day study tour to America and Canada, proposed to take place in September 2024;

**Terms** means these Terms and Conditions; and

**Tour Participant** means a Qualifying Customer's nominated representative for the purpose of participating in the Study Tour and that nominated representative's guest.

2. For the purposes of ranking Qualifying Customers, where two or more Eligible Customers have spent the same total amount on Relevant Products in the Promotion Period, the Eligible Customer that spent that total amount earlier in time will be ranked higher.
3. ADAMA may offer participation in the Study Tour to Qualifying Customers, and will do so by telephone by 15<sup>th</sup> June 2024 or as soon as practicable thereafter.
4. If a Qualifying Customer wishes to accept an offer from ADAMA to participate in the Study Tour it must, by 30<sup>th</sup> June 2024, notify ADAMA and nominate its Tour Participants who must each:

- a. be aged 21 years or over;
  - b. provide proof of identification; and
  - c. comply with all applicable International, Federal and State health and travel requirements.
5. Unless otherwise specified by ADAMA in writing, the following costs of the Study Tour represent the total costs for which ADAMA is responsible:
- a. Economy return flights from the international airport closest to the Tour Participant's usual place of residence, to San Francisco airport;
  - b. Seven nights' accommodation at the hotel(s) selected by ADAMA (one room to be shared by one Qualifying Customer's nominated Tour Participants – twin beds or a standard king bed may be nominated);
  - c. breakfast, lunch and dinner included either at the hotel(s) or other venues nominated by ADAMA.

Any and all other costs associated with the Tour Participants' participation in the Study Tour (excluding any unforeseen airline delays), including but not limited to any costs associated with obtaining necessary travel documents, mini bar charges, gratuities and incidental travel or other costs, are the responsibility of the Tour Participants, and ADAMA expressly excludes liability for any and all such costs.

6. Participation in the Study Tour is not exchangeable or transferrable, and cannot be redeemed for cash or any other form of compensation.
7. A current passport is required by the Tour Participants and must be valid for at least 6 months from date of the return journey. It is the responsibility of the Tour Participant to organise their own passport. If they do not hold an Australian passport, they must advise the Travel co-ordinator as they may require an Australian re-entry visa.
8. It is the responsibility of each Tour Participant to organise and obtain such approvals or permissions required for such Tour Participant to enter any country the subject of the Study Tour (including but not limited to any visa and any necessary health certifications) for the purposes of the Study Tour.
9. Full Names are required as per passport. Incorrect spelling of names can result in additional fees for ticket re-issue or difficulty upon check-in for flights and clearing immigration. To the maximum extent permitted by law, ADAMA excludes any and all liability for any cancellation, delay, or restriction or prevention of travel arising from any incorrectspelling of any name or other particulars provided to and relied upon by ADAMA.
10. If a Tour Participant is unable to participate in the Study Tour (including due to illness or applicable health restrictions), the Tour Participant forfeits their place on the Study Tour and is not entitled to compensation, payment or substitution of any kind.
11. Qualifying Customers that accept an offer from ADAMA to participate in the Study Tour, and such acceptance by Tour Participants constitutes consent to their names and photos / images being published in a news article on the Nutrien Ag Solutions website, and on ADAMA's Study Tour landing page on its website.
12. ADAMA reserves the right to disqualify a Qualifying Customer or Tour Participant if ADAMA reasonably believes the Qualifying Customer or Tour Participant has breached these Terms, any applicable Federal or State law or other requirement, or has otherwise jeopardised the reputation of ADAMA, the Relevant Products, or Nutrien Ag Solutions.

13. If the Promotion or Study Tour is not capable of running as planned, or in the event of any act, circumstance or occurrence that affects the administration, fairness, integrity, proper conduct or security of the Promotion or Study Tour, ADAMA reserves the right to cancel, modify, suspend or terminate the Promotion.
14. ADAMA's decisions in connection with the Promotion and the Study Tour are final, and no correspondence will be entered in to.
15. Any information a Qualifying Customer or Tour Participant provides to ADAMA may be used by ADAMA for the purposes specified in its Privacy Policy available at <https://www.adama.com/australia/en/privacy-policy>. ADAMA may disclose a Qualifying Customer's or Tour Participant's personal information to companies and agencies associated with the Promotion or Study Tour and to relevant authorities.
16. Qualifying Customers and Tour Participants acknowledge and agree there may be inherent risks in some aspects of the Study Tour, and that by accepting an offer to participate in the Study Tour they accept that risk.
17. To the maximum extent permitted at law ADAMA and its agents, employees and officers exclude liability of any kind whatsoever for any claim, cost, damage, expense, liability or loss (including but not limited to consequential loss) incurred or sustained as a result of, or in any way arising from or connected to, the Promotion or the Study Tour. To the extent that ADAMA acts negligently or unlawfully and a tour participant suffers loss the liability should be limited to one times the value of the study tour for ADAMA to consider.]
18. Each Tour Participant indemnifies and holds ADAMA harmless from and against any and all actions, costs, damages, demands, expenses, fees, liabilities, losses or penalties to the extent such actions, costs, damages, demands, expenses, fees, liabilities, losses or penalties arise from or relate to the unlawful or negligent acts or omissions of that Tour Participant.
19. Nutrien Ag Solutions' involvement in the Promotion is limited to the supply of customer information relating to the purchase of Relevant Products to ADAMA. Nutrien Ag Solutions does not oversee or manage the ADAMA's administration of the Study Tour or the organisation and management of the Promotion. Nutrien Ag Solutions will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not rising from any person's negligence) in connection with this Promotion.
20. Nutrien Ag Solutions will provide ADAMA with customer information for the purpose of contacting Qualifying Customers in accordance with the Nutrien Ag Solutions' Privacy Policy, which is available on Nutrien Ag Solutions' website. ADAMA declares and represents that it will handle such information for the purposes necessary to effect the Promotion and that such information will be handled in accordance with Nutrien Ag Solutions' Privacy Policy, and any relevant obligations under Australian privacy law. ADAMA declares and represents that they will destroy all information as soon as the Qualifying Customers have been confirmed.