



TERMS & CONDITIONS

updated July 2017

1. Points are earned, and membership commences, from the day the registration form is submitted.
2. Points are earned when a proof of purchase of a Qualifying Product is successfully submitted by the Top Croppers member within 12 months from the day of purchase (unless the Retailer submits invoices electronically to Nufarm). Reward Points may only be redeemed by the registered Top Croppers member and are not transferable.
3. Points expire 3 years from the day they were earned. The rewards can only be redeemed online at www.topcroppers.com.au.
4. Points may not be converted to cash and no cash payments will be given for any unused Reward Points.
5. Only purchases of products listed as Qualifying Products, at the time of purchase, are eligible to earn Points. Reward Points cannot be earned on purchases of any other Nufarm or Nuseed products.
6. Points earned will be deducted if the Qualifying Products related to the purchase are returned. This deduction of Points will result in a negative Points balance if there are insufficient Points.
7. Nufarm accepts no responsibility for any error or omission on the Rewards website. Nufarm will endeavour to ensure the availability of all Rewards, but where an item(s) is no longer available, Nufarm shall supply a superior model, or otherwise consult with you to cancel or amend your redemption order. The market value of the rewards received or redeemed may need to be assessable income for tax purposes if received as part of an income earning activity. Nufarm recommends you seek professional tax advice, and is not liable for your tax declarations.
8. Rewards cannot be delivered outside Australia. Rewards will be delivered to the member's address nominated at the time of Reward Redemption.
9. In the event of a dispute, Nufarm reserves the right to determine the final allocation of Points and redemption of Reward.
10. Nufarm is not the manufacturer or supplier of Rewards featured within the Rewards website and subject to any rights you may have at law, is not liable for any defect or failure of such Rewards. Nufarm does not provide any warranty or after sales service in respect of Rewards and the usual manufacturer's warranty will apply to Rewards provided. All label and performance claims are those of the manufacturer or supplier of the relevant Reward, and any warranty claims in respect of the Reward must be made with the manufacturer or supplier concerned. To the extent permitted by law neither Nufarm nor its affiliates will have any liability to a member (i) arising out of or in connection with the death of, or any illness, disability or personal injury suffered by, any person, or property damage; (ii) for any special, indirect or consequential loss or damage, any loss of profit or opportunity, any business interruption or loss of business information, arising out of or relating to these Terms and Conditions, including claims arising out of the use or not being able to access or use or any defect in the Top Croppers account or website or error or delay in recording your transaction data, Points or Rewards; or (iii) arising out of any reliance on the content of the Top Croppers website; whether at common law, under contract, tort (including negligence), in equity, pursuant to statute or otherwise, and to the extent permitted by law your sole remedy for any breach of these Terms and Conditions by Nufarm or its affiliate(s) is limited to cancellation of your Top Croppers account.
11. By submitting a registration, and redeeming Rewards, Top Croppers members agree and consent to Nufarm, and its affiliates, collecting, storing and using qualifying purchase transaction data, and the personal information the member provides, in order for Nufarm to administer the Top Croppers program, improve the program, present promotions and offers to the member, provide relevant information to the member about products or services, and undertake marketing and research activities, even after the membership ceases, in accordance with Nufarm's **Privacy Policy**. On leaving the program, a member can opt out of receiving future communications.
12. Our Privacy Policy, available on our website, governs how we collect, use, handle and disclose any Personal Information you provide or disclose to us, in addition to these Terms and Conditions. You should read our Privacy Policy before uploading or otherwise disclosing to us any Personal Information.
13. Top Croppers members may exit the program at any time by contacting Top Croppers on 1300 557 478 or at top.croppers@au.nufarm.com.