



Fonterra Milk for Schools National Programme General Terms and Conditions

1. General

- 1.1. The Fonterra Milk for Schools Programme (“Programme”) is operated by Fonterra Co-operative Group Limited (“Fonterra”, “us”, “we”, or “our”).
- 1.2. Please read these General Terms and Conditions (“Terms”). We may vary these Terms at any time. The current version of the Terms will be maintained on the Fonterra Milk for Schools Programme site (www.fonterramilkforschools.com) (“Site”). The Terms will be interpreted in accordance with, and governed by, the laws of New Zealand.

2. Eligibility

- 2.1. Only Full Primary, Contributing, Composite & Special Schools who have primary school students in Year 1-6 and are identified by the Directory of Educational Institutions at [<http://www.educationcounts.govt.nz/directories/list-of-nz-schools>] (the “School”) are eligible to join the Programme. Satellite schools which are related to the above mentioned Schools may also be eligible to join but will be subject to an individual review before they will be accepted on to the Programme at the sole discretion of Fonterra.

3. Applications

- 3.1. Any eligible School may apply to participate in the Programme.
- 3.2. Each eligible School must apply to participate through the online application page found on the Site (“Application”). No other form of application will be accepted.
- 3.3. By submitting an Application a School will be deemed to have accepted these Terms.
- 3.4. All information provided in an Application must be true and accurate at the time the Application is submitted.
- 3.5. Decisions on Applications will be made at our sole discretion.
- 3.6. As there are a significant number of Schools eligible for the Programme, Applications will be considered in the sequence they are received, however, the date of a School’s commencement of the Programme will be at Fonterra’s

sole discretion.

4. Updates

- 4.1. If any circumstances change so that the information provided in an Application is no longer true and correct, the School must either update the online school profile in accordance with clause 4.2 below (if applicable) or notify Fonterra of the change in information.
- 4.2. An online school profile will be established by Fonterra for the School. To remain in the Programme, the School must update its online profile at least once per term or earlier if necessary, to ensure that the information remains accurate. Schools will be prompted to do so, and failure to comply could mean suspension from the Programme.
- 4.3. Schools must adjust their number of participating students (“Participating Students”) through the school profile on the Programme’s website on a regular basis to maintain an accurate record of the number of children that the Product (defined in clause 10.1 below) is being provided to and the number of serving days per week.
- 4.4. If you wish to retire from the Programme, you may do so by completing the cancellation process through the School’s profile page, provided that you may not retire from the Programme within fifteen school weeks of the date that Fonterra commences delivery of the Product to your School.

5. Communication

- 5.1. You agree to receive regular Fonterra Milk for Schools e-Newsletters. You agree to have representatives from Fonterra visit your School at mutually agreed times to observe and/or participate in the Programme delivery at your School.

6. Media

- 6.1. You agree that Fonterra can provide your School details, including the name of your School and relevant contact details, to local, regional and/or national and international media who may be interested in running a story on the Programme. You will have the final decision whether media will attend your School.

7. Programme Name

- 7.1. All references to the Programme by the School in both written and formal verbal communications should refer to the full name of the Programme “Fonterra Milk for Schools”

8. Programme logo

- 8.1. When using the Programme logo, the School must comply with Fonterra’s brand guidelines found on the Site.
- 8.2. The Programme logo or reference to the Programme is to be used only in relation to the Programme and for no other purpose without written permission

from Fonterra.

9. Images

- 9.1. Images supplied to Schools in connection with the Programme, including for use by the School in its own written materials, are to be used solely for the Programme and for no other purpose.

10. Product quantities

- 10.1a Fonterra will supply the School with a maximum of one individual pack of Anchor lite UHT milk (the “Product”) for each Year 1-6 student eligible to participate in the Programme for each required day of the school year.
- 10.1b A School’s maximum weekly allowance is calculated by multiplying the School’s declared number of students participating in the Programme by the number of school week days consuming the Product.
- 10.2. The School can choose to run the Programme for less than 5 days per week, provided that they notify Fonterra of how many days per week they will be serving the Product by updating the online school profile.
- 10.3 The School can choose to include Year 7-8 students in the Programme, provided that:
 - (a) the School notifies Fonterra of their intention to do this;
 - (b) the Year 7-8 students are located on the same campus as the Year 1-6 students; and
 - (c) the School reduces their serving frequency to 4 days per week or fewer.
- 10.4. We will use the Directory of Educational Institutions [<http://www.educationcounts.govt.nz/directories/list-of-nz-schools>] to verify the indicated numbers of Participating Students against the total School roll, the number of students in Year 1- 6 and, where applicable, the number of students in Year 7-8.
- 10.5 Special Schools can include all students up to the age of 21 years to participate in the Programme and can serve milk up to 5 days per week.
- 10.6. It is the responsibility of the School to identify any children that may not be able to participate in the Programme for any reason, including food allergies or lack of parental permission.

11. Product delivery

- 11.1. The Product will be delivered to a delivery point agreed between the School and Fonterra (“Delivery Point”). The Delivery Point must allow easy access for the unloading of the delivery vehicle.
- 11.2. Fonterra is not responsible for Product that is misplaced or stolen after delivery. Schools must inform Fonterra immediately if Product is misplaced or stolen so an alternative Delivery Point can be arranged.
- 11.3. Frequency of Product deliveries to the School will be at the sole discretion of Fonterra. We will consult with the School and take into consideration the number of Participating Students, number of days serving and the location of the School.

- 11.4. We will make every effort to ensure that deliveries are made at times agreed between Fonterra and the School but cannot guarantee this.

12. Refrigeration

- 12.1. Fonterra will lease fridges to Schools at no charge for the sole use of the Programme's Product. Fridges remain the property of Fonterra and Fonterra will be responsible for the general maintenance of the units. To receive a fridge Schools must read and agree to the Equipment Use Terms and Conditions outlined on the School's Application.
- 12.2. Schools are responsible for all costs associated with powering the fridges, including provision of a wall socket and payment of power bills as well as insurance and cleanliness of the unit.
- 12.3. Fridges must only be stocked with the Product and must remain powered on at all times during the school term.
- 12.4. If you choose to use your own school fridge you are responsible for fridge maintenance and ensuring the Product is chilled before serving, and you must comply with Fonterra's food hygiene requirements.

13. Product, storage and distribution

- 13.1. The School is responsible for the Product from delivery at the Delivery Point until it is consumed. Fonterra is not liable for any Product that may be mishandled, misused or misplaced after delivery.
- 13.2. The School is responsible for all health and safety procedures relating to the Product and Product consumption, as well as for the safe and secure storage of the used Product at a single location on School grounds for collection and recycling.
- 13.3. The School is responsible for all movement of the Product within the School (e.g. from ambient storage to fridge), for distribution of the Product to the Participating Students and for gathering of the used packaging.
- 13.4. Fonterra will provide guidance on the required care and handling of the Product. The School must comply with all health and safety procedures as advised by Fonterra from time to time.

14. Use of Product

- 14.1. Product provided through the Programme is exclusively for consumption by the Participating Students within the School and by any other students within the School that Fonterra has, in its sole discretion, consented to in writing. The Product shall not be consumed by any other persons and is not for staff consumption, except where a staff member consumes the Product at the same time as, and in the company of the Participating Students, to model positive behavior.
- 14.2. The Product is to be consumed only on School grounds with packaging disposed in accordance with the guidelines sent directly to Schools within the School pre-Application pack and further direct communications throughout the duration of the Programme.
- 14.3. Schools can in no way profit monetarily from the free Product provided, all Product must be distributed free of charge. Specifically:

- (a) The School must not on-sell the Product to any organisation or private persons;
- (b) No fees can be charged to the Students to receive the Product; and
- (c) The Product is not to be used for any kind of fundraising activity.

15. Product replacements

15.1. Where a Product is identified as faulty the School must notify Fonterra immediately and we will take appropriate action.

16. Over / under supply

16.1. It is the School's responsibility to inform Fonterra through the School profile on the website if the number of Participating Students changes so delivery quantities can be modified appropriately.

17. Packaging disposal and recycling

17.1. Fonterra will lease equipment to Schools at no charge for the sole use of storing used Product packaging. Such equipment shall remain the property of Fonterra and Fonterra will be responsible for the general maintenance of the equipment. To receive the recycling equipment Schools must read and agree to the Equipment Use Terms and Conditions outlined on the School's Application.

17.2. Fonterra will arrange for collection and removal of the used Product packaging from the School. The School is responsible for making the used Product packaging available for collection in accordance with the Product packaging recycling guidelines advised by Fonterra from time to time.

17.3. Schools are responsible for ensuring the recycling equipment is cleaned on a regular basis.

18. Disclaimer

18.1. If the School is not complying with the Terms, Fonterra reserves the right, at its sole discretion, to either:

- (a) Require the School to remedy the breach of the Terms if Fonterra considers that the breach is capable of being remedied; or
- (b) Temporarily or permanently stop the School's involvement in the Programme.

18.2. We will work with the School to ensure that the Programme is successful, but we will not be liable to the School for anything arising from the Programme (except as required by law).