











HARVEST DECLARATION TERMS & CONDITIONS

- This Harvest Declaration ("Declaration") is an offer to enter into an agreement with You. If You accept this offer, You enter into an agreement with National Grower Register Pty Ltd (NGR). This means that You will be bound by the Terms and Conditions set out in this document.
- 2. Acceptance of these Terms and Conditions may be by any one of the following ways:
 - (a) Signing and returning a copy of this document;or
 - (b) Completing and returning a Declaration even though it may be unsigned; or
 - (c) Contacting us and advising us of your acceptance; or
 - (d) Completing the Declaration via the myNGR Grower Portal at www.ngr.com.au.
- 3. Where a word or expression is used in these Terms & Conditions and is not defined in these Terms & Conditions but is defined in the NGR Grower & User Terms, the definition and meaning of that word or expression in these Terms & Conditions has a corresponding meaning to that word or expression as defined in the NGR Grower & User Terms.
- 4. You consent to the collection by NGR of Your Details as contained in the Declaration ("Your Details"), and all information provided by You. If You have not provided Your Details or the information, You consent to the collection by NGR of Your Details and the information from someone other than You.
- Registered Participating Royalty Managers and NGR may hold and retain possession of Your Details, all information contained in the Declaration and your Grower Details currently held by them.
- 6. You certify that Your Details and all information contained in the Declaration is true and correct.
- You are responsible for ensuring Your Details and all information is kept current and agree to advise NGR as soon as Your Details or any information changes or is no longer accurate.
- 8. Any changes of any information provided by You or on Your behalf in the Declaration (as per the planting and harvest details in the Declaration) are not

- effective unless advised in writing to NGR (by letter, email or online).
- Registered Participating Royalty Managers and NGR shall be entitled to rely and act upon Your Details and all information contained in the Declaration or otherwise provided to them by You.
- You authorise NGR to supply the Declaration, Your Details and all information contained in the Declaration to Participating Royalty Managers, regardless of your status with NGR.
- 11. You also consent to NGR supplying your Grower Registration Number ("GRN") and associated contact information to Registered Participating Royalty Managers whose varieties are included on the Declaration.
- 12. Registered Participating Royalty Managers may use Your Details, Grower Details and all information contained in the Declaration for End Point Royalty reconciliation and invoicing if required.
- 13. NGR will use this information to supply it to Registered Participating Royalty Managers and for your reference on your GRN.
- 14. You warrant You have read, understood and agree to NGR's Grower & User Terms and Privacy Policy, and that You authorise use of the information for the purposes specified within these Terms & Conditions, the NGR Grower & User Terms and in accordance with the NGR Privacy Policy. To view the Grower & User Terms and the NGR Privacy Policy please visit the following web address: www.ngr.com.au.
- 15. You also warrant that You have read, understood and have accepted the Terms and Conditions of the Industry Standard Variety Licence and the relevant variety owners/managers Schedules that relate to their varieties. The Industry Standard Variety Licence and the relevant Schedules are available at www.varietycentral.com.au.