



# QIF 2024 Sales Incentive Program

## Terms and Conditions

These terms and conditions ("**Terms**") outline the rules and regulations governing the participation in the QIF Sales Incentive Program (the "**Program**") offered by the QIF Group ("**QIF**"). By participating in the Program, you agree to be bound by these Terms.

This Program is intended to bolster the relationship between QIF and the Participant and to be tied to direct and incremental sales of Stock by QIF to the Participant. For the Participants, it provides recognition for their continued business with QIF and for QIF it strengthens the customer relationship and loyalty and increases sales. Customers who already receive discounts for bulk purchasing will generally not be eligible to participate in the Program.

### 1 Eligibility to participate

The Program is open to QIF Group customers who are invited by QIF to join the Program and who make a Qualifying Purchase of Stock from QIF during the period during which a Reward is available in accordance with the terms set by QIF in accordance with these Terms. All customers wanting to participate in the Program must register their interest with QIF and QIF must acknowledge the registration (at which point they will be Participants in the Program). Purchases of Stock can be made from **any QIF Nursery** but minimum order quantities at each Nursery must be complied with for each individual order (that is, it is not possible to make up a minimum order size across different QIF Nurseries).

### 2 Purchasing requirement to earn the Reward

QIF will set the parameters for earning a Reward and QIF may alter those parameters at any time. These requirements will be set out in a document issued by QIF called "**Purchase Threshold**" for the relevant promotion.

Only purchases made directly from a QIF Nursery (and invoiced by a QIF entity) are considered qualifying. All invoices must be paid in accordance with payment terms in order to qualify. Only the value of the Stock ordered is credited towards the Purchasing Requirement and, for the avoidance of doubt, this does not include the cost of freight as all Stock is supplied on an ex-nursery basis nor does it include the GST added to the invoice. All purchases of Stock are in accordance with QIF's normal terms and conditions (set out on QIF's website at [www.qif.com.au](http://www.qif.com.au)).

### 3 Fair Play policy

This Program is intended to bolster the relationship between QIF and the Participant and to be tied to direct and incremental sales of Stock by QIF to the Participant. If QIF forms the view that there is manipulation of any account then QIF reserves the right to cancel the eligibility and participation of any Participant, whether before, during or after the Program Period. QIF reserves the right to disqualify Participants engaging in fraudulent, collusive or abusive behaviour, including, but not limited to, combining unrelated purchasing into one account, running multiple accounts, providing or creating false information, or any attempts to manipulate the Program. QIF's decision as to whether a particular purchase is a Qualifying Purchase is final and binding.

## 4 Who can take the Reward?

QIF will set the eligibility rules for each Reward and these will be set out in the launch documentation associated with the particular Program or in some other form determined by QIF. The eligibility rules and other conditions for a particular Reward will form part of these Terms whether they are set out in these Terms or otherwise,

Generally speaking, the intention is to provide the Participants with flexibility to nominate any individual or individuals to take the Reward as best suits them or their business. There may, however, be some limitations imposed by the providers of the Rewards which will need to be complied with (for example, some trips may be limited to individuals over the age of 18). Each individual nominated by a Participant is referred to as a Beneficiary.

There will be a nomination process by the Participant which will include the agreement of the Beneficiary to being nominated and their agreement to be bound by these Terms and the conditions of the individual Reward.

QIF will have no influence over the decision of the Participant as to who it appoints as a Beneficiary and it is up to the Participant to ensure that any of its own internal governance rules are complied with. QIF has no responsibility for the decision of the Participant when it nominates (or fails to nominate) any Beneficiary. By participating in this Program, the Participant agrees to indemnify QIF against any liability associated with the nomination (or failure to nominate) any individual as a Beneficiary.

## 5 Reward value and rules

No Reward is convertible to cash. If a Reward is not taken in accordance with its terms, it is forfeited and lost. QIF makes no representation as to the value of any Reward.

Where a particular Reward is stated to be on specified dates, the trip **must be taken on those specified dates and cannot be moved or transferred** and there is no compensation (or alternative reward) available to the Participant or a Beneficiary. It is unlikely that the Reward provider will agree to changes in the terms of the Reward, including extensions of time and people.

If the Participant fails to, or is unable to, nominate a Beneficiary or if a nominated Beneficiary is unable to travel on the relevant date, then the Reward is forfeited and there is no compensation (or alternative reward) available to the Participant or a Beneficiary.

## 6 Your Reward contract will not be with QIF

The Reward will be provided by a nominated Reward Provider and the Participant and the Beneficiary agree and acknowledge that their contract for the Reward will exist between them and the Reward Provider and not QIF and they each agree to release QIF from any liability whatsoever associated with the provision of the Reward and anything that occurs or does not occur in the delivery of the Reward and they each agree to indemnify QIF against any claim in respect of any such matter.

## 7 Redemption

Participants can redeem the Reward by nominating two people as the Beneficiaries once they have been advised by QIF that they have met the Purchasing Requirement for that Reward. QIF's decision on whether a Participant has met the Purchasing Requirement is a matter in QIF's sole discretion and no correspondence will be entered into on QIF's decision on this matter. The Reward may not be redeemed for cash or any other form of compensation.

## 8 Program Modifications

QIF reserves the right to modify, suspend or terminate the Program at any time without prior notice. Any changes to the Program will be communicated to Participants by email. The Terms may be amended by QIF at any time and all such changes will be notified to Participants at the time of the amendment.

## 9 Privacy Policy

Participants and Beneficiaries who qualify for the Reward consent to QIF providing their details to Reward Provider and to the release of their names publicly by QIF for marketing purposes. Otherwise, Participants' and Beneficiaries' personal information collected during the Program will be collected and will be handled in accordance with QIF's privacy policy (found on QIF's website at [www.qif.com.au](http://www.qif.com.au))

## 10 Limitation of Liability

QIF's liability in respect of this Program is limited to the maximum extent permitted by law and in any event to an amount which is 10% of the market value of the Reward. QIF is not responsible for any lost, late, incomplete, or misdirected entries or for any technical or human error that may occur in the administration of the Program.

## 11 Cancellation of the Program

QIF reserves the right to cancel the Program at any time with or without providing a reason. This may occur for any number of reasons including, without limitation, where it is clear that no Participant will meet the Purchasing Requirement; where owing to circumstances not anticipated, or beyond the control of QIF, the Program is not achieving its objectives; or where QIF believes there is insufficient amount of Stock available in the QIF Nurseries to make the Program feasible.

## 12 Governing Law

These Terms are governed by and construed in accordance with the laws of New South Wales.

## 13 Contact Information

For questions or concerns regarding the Program, participants can contact QIF through the dedicated email address of [customerloyalty@qif.com.au](mailto:customerloyalty@qif.com.au)

## 14 Definitions

**Beneficiary** means a person nominated by a Participant under clause 4 and Beneficiaries means all the people so nominated. By accepting nomination as a Beneficiary, each Beneficiary also agrees to be bound by these Terms.

**Program Period** means the period during which Qualifying Purchases may count towards a particular Purchase Threshold in accordance with these Terms unless otherwise specified by QIF (QIF may shorten or lengthen the Program Period in its absolute discretion).

**Purchase Threshold** is the purchasing thresholds or targets that QIF sets for a particular Reward in accordance with clause 2 of these Terms where all those purchases are Qualifying Purchases.

**QIF** means any of QIF Ningi Pty Limited ACN 611 484 710; QIF Alstonville Pty Limited ACN 616 762 488; and QIF Brindley's Pty Limited ACN 629 520 467 and **QIF Group** means any and all of those entities.

**QIF Nurseries** means the wholesale plant nurseries operated by the QIF Group at the following locations:

- QIF Ningi - 825 Carmody Lane, Ningi, QLD, 4511
- QIF Brindley's - 119 Morgans Road, Sandy Beach, NSW, 2456
- QIF Alstonville – 245 Lindendale Road, Lindendale, NSW, 2480

QIF reserves the right to add or remove any nursery from the list of QIF Nurseries for the duration of the Program.

**Qualifying Purchase** means a purchase of Stock from a QIF Nursery meeting all of the following conditions:

- (a) an order which is placed and invoiced before the date specified by QIF in respect of that Reward (or such later as QIF may agree to); and
- (b) where payment of that order is received by QIF in accordance with the applicable terms of trade (QIF's normal terms of trade for account customers this is 30 days from end of month); and
- (c) a purchase which is accepted by QIF in its sole discretion as a Qualifying Purchase (which decision will be final)

QIF may, in its absolute discretion, accept a binding undertaking to purchase Stock prior after the relevant date as a means of assisting in meeting the Purchase Threshold but that agreement will be separately recorded between the participant and QIF at the time (and such future commitment will then be a Qualifying Purchase).

**Reward** means the item or experience offered under the Program as communicated by QIF from time to time .

**Reward Provider** means the party who is responsible for providing the Reward, including any action, matter or thing that occurs or does not occur in the course of delivering the Reward.

**Stock** means plants offered for sale by QIF on an ex nursery basis (and does not include freight, which is the responsibility of the Participant). QIF usually issues Stock Availability Lists each week from each QIF Nursery.

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By participating in the Program, you acknowledge that you have read, understood, and agreed to these Terms and Conditions. QIF reserves the right to interpret these Terms, and its decision regarding any aspect of the Program is final.

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## PURCHASE THRESHOLDS FOR THE 2024 PROGRAM

To earn a 2024 Reward, a Participant must purchase cumulatively more Stock in Qualifying Purchases than they purchased from QIF in calendar year 2023 (being incremental purchases).

### **Purchase Threshold for the Gold Reward (6 day Bali Trip)**

To qualify for the Gold Reward (being the 6 day Bali trip), the Participant must purchase an incremental **\$45,000** of Stock in Qualifying Purchases in the 2024 calendar year. As the Bali Trip is to take place on [date], QIF will accept that the Purchase Threshold has been met if:

- the Participant has made Qualifying Purchases of \$30,000 by 15 August 2024; and
- the Participant has agreed to make an additional \$15,000 of Qualifying Purchases by 31 December 2024.

QIF will advise each Participant individually their level of 2023 purchases at the time of enrolment in the Program for the purposes of calculating the incremental purchases.

### **Purchase Threshold for the Silver Reward (4 day Bali Trip)**

To qualify for the Silver Reward (being the 4 day Bali trip), the Participant must purchase an incremental **\$30,000** of Stock in Qualifying Purchases in the 2024 calendar year. As the Hamilton Island Trip is to take place on [date], QIF will accept that the Purchase Threshold has been met if:

- the Participant has made Qualifying Purchases of \$18,000 by 15 August 2024; and
- the Participant has agreed to make an additional \$12,000 of Qualifying Purchases by 31 December 2024.

QIF will advise each Participant individually their level of 2023 purchases at the time of enrolment in the Program for the purposes of calculating the incremental purchases.

## SPECIFIC RULES AROUND THE BALI TRIP

1. The Reward Provider is Club Med and Garuda Indonesia
2. The trip is a 6 day trip to Club Med Bali (Gold) or 4 day trip to Club Med Bali (Silver)
3. 6 nights all-inclusive accommodation (Gold) or 3 nights all-inclusive accommodation (Silver)
4. Gourmet dining and open bar (within Club Med rules)
5. Return airfares with Garuda ex Sydney
6. Return airport transfers in Bali
7. Sports and activities provided by Club Med (within Club Med rules)
8. It is up to the Participant who earns the right to send people on the Bali Trip to nominate the Beneficiaries (being 2 individuals who will travel on a twin share basis). The Participant **can nominate any person as a Beneficiary** but must advise QIF within 7 days of qualification for the Reward who the Beneficiaries will be. Nomination of a Beneficiary must be in writing on a form supplied by QIF which will include the agreement of the Beneficiary to be nominated as a Beneficiary and under which that person agrees to be bound by these Terms.
9. QIF will have no influence over the decision of the Participant as to who it appoints as a Beneficiary and it is up to the Participant to ensure that any of its own internal governance rules are complied with. QIF has no responsibility for the decision of the Participant when it nominates (or fails to nominate) any Beneficiary. By participating in this Program, the Participant agrees to indemnify QIF against any liability associated with the nomination (or failure to nominate) any individual as a Beneficiary.
10. The Participant and the Beneficiaries will be responsible for ensuring that the Beneficiaries have a **valid passport**, any **required visa documentation** and **travel insurance** for the trip and failure to have this documentation will be the sole responsibility of the Participants and the Beneficiaries. QIF will not be involved in any of these arrangements has no responsibility or liability to any person if they do not have these documents and arrangements in place.
11. Any Participant who earns a Bali Trip and every Beneficiary agrees and acknowledges that their contract in respect of the Bali Trip **is with the Reward Provider and not QIF**. Club Med sets the terms and conditions of the Bali Trip (including every aspect, item or activity that is or may be included and excluded in the package) and QIF has no influence over those decisions by Club Med. Participants and Beneficiaries should read all the materials from Club Med to inform themselves on the inclusions and exclusions. QIF is making no representation about the Bali Trip other than it is the trip as described by Club Med. QIF is not an agent of Club Med and bears no responsibility for the quality of the accommodation or service delivered by Club Med. All questions and complaints about the Bali Trip must be directed to Club Med.