



Website Terms of Use

Document Owner: **Group Marketing Manager**

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1 Acceptance of these Website Terms of Use

1.1 These Terms of Use apply to the following websites and related pages which are owned by PGG Wrightson Ltd:

- www.pggwrightson.co.nz and all subpages and links and any sub-domains
- Our Retail online store at store.pggwrightson.co.nz
- Our Loyalty redemptions site at maxrewards.pggwrightson.co.nz
- Our Real Estate site at www.pggwre.co.nz
- Our Online Livestock Listings site at www.agonline.co.nz
- Our Wool Integrity site at www.woolintegrity.com
- Our Cash for Communities site at www.cashforcommunities.co.nz
- Our Fruited Supplies site at www.fruitedsupplies.co.nz
- Our PGG Wrightson Water site at www.pggwrightsonwater.co.nz.

1.2 Use of our websites is subject to these Terms of Use and our [Privacy Policy](#) available on our websites, as well as any specific terms posted within the website and all applicable laws. By accessing and browsing our websites you represent that you have read, understood and accepted these Terms of Use and agree to be bound by them. If you do not agree to these Terms of Use, please do not access or use our websites.

2 Information on Website

- 2.1 The information on our websites has been provided by us or our suppliers for general informational purposes only and does not constitute technical or other professional advice. We try to keep the information up to date. All images are indicative and for illustrative purposes only. We may at any time change the information available on our websites, without notice, including discontinuing all or any aspects of a website. We will not be liable for any loss or damage which may arise directly or indirectly as a result of such changes.
- 2.2 No content on our websites can or may change any contract for products or services that you may have with us. This does not apply to our Retail online store at store.pggwrightson.co.nz.
- 2.3 We aim to use secure, encrypted HTTPS connections on our websites. Some modern browsers may attempt secure connections (sometimes described as “HTTPS-first mode”) and display security information in the address bar. While we take reasonable steps to protect your information, no internet transmission is completely secure, and you should take care to protect your login credentials and devices.
- 2.4 If you access any PGW services via an account, you are responsible for keeping your login credentials secure. Always sign out and close the browser when using shared devices.
- 2.5 Information on our websites is provided for general guidance only and is not tailored to your farming operation, region, or production system. It does not constitute agronomic, chemical, fertiliser, animal health, biosecurity, or farm management advice. Product suitability can vary based on climate, soil conditions, application method, livestock class and other factors. You should seek independent professional advice before relying on any information or purchasing or applying any product.

3 Website Links

3.1 We may include ads or links to external sites and third-party material, advertising and promotions. We do not control, review or endorse any advertised product or service, or the external sites. The responsibility for the content of any ad appearing on our websites (including hyperlinks to advertisers' own websites) rests solely with the advertisers. Links to any other sites are provided for convenience only and do not represent any recommendation or endorsement by us of the products or services offered by the site owner. Any dealings you have with any such third party are solely between you and that third party and, to the extent that we assist you in such dealings, we do so purely as an agent for the relevant third party. While we

have taken reasonable care to ensure that all such advertisers and third parties are reputable, we will not be responsible for the contents of any third party material or promotion or be liable for any direct or indirect loss or damage suffered by you (or any other party) as a result of accessing, using, relying on or trading with such third parties.

- 3.2 When a third-party website is accessed from this site, users depart our websites. We will have no liability in respect of any loss or damage arising from any use of a link to a third-party, on our websites.
- 3.3 You may link to pages on our websites provided the link is presented in a fair and legal manner and does not mislead users or imply endorsement by PGG Wrightson. You must not frame, embed, or otherwise present our websites within another site without our prior written permission. You remain responsible for any consequences arising from such linking.

4 Intellectual Property

- 4.1 We own and retain copyright and all other intellectual property rights in all information and data on our websites. We reserve all our rights in such material. You acknowledge and agree that all content and materials available on our websites are protected by copyrights, trademarks or other intellectual property rights and laws. No content or material on our websites may be reproduced, adapted, linked to, distributed or used in any way without our prior written consent. However, you may print or download and temporarily store one copy of the materials or content on our websites on any single computer for your personal, non-commercial use, provided you keep intact all copyright and other proprietary notices. Otherwise, you must not copy, display, modify, reproduce, store in a retrieval system, transmit (in any form or by any means), distribute, use for creating derivative works or use in any other way for commercial or public purposes any part of our websites without our prior written consent. Modification of any of the materials or use of the materials for any other purpose will be a breach of our copyright and other intellectual property rights.

5 Use of Information

- 5.1 Information on our websites must not be modified by any user. You may not use any software, programme, algorithm, methodology or other automatic device or tool, including any spider, robot, or otherwise, to monitor, copy, collect or harvest any data, information or content found on our websites, or use any manual process for the same purpose.
- 5.2 We use cookies and similar technologies (including pixels, tags and analytics tools) to operate, secure and improve our websites. These technologies help us deliver essential site functions, understand how our websites are used, personalise content and experiences, and support marketing and remarketing activities.
- 5.3 When you browse our websites, we may automatically collect and store certain information, including:
 - your device's IP address and device type
 - your operating system, browser type, and any referring URLs or search terms
 - the date and time of your visit
 - your interactions with the website, such as clicks, scrolls and navigation behaviour
 - the URLs of the pages you visit

We use this information to measure website usage, improve site performance, evaluate advertising effectiveness and provide a more relevant browsing experience.

We use email open and click tracking including cookies, a single pixel image for tracking and link redirects for tracking clicks, to help us better understand which email communications are of most interest to you so we can provide you with a better experience by sending relevant and interesting email communications.

- 5.4 We may use information from cookies and other technologies, combined with information we hold, to personalise your experience on our websites. This may include showing content,

products or services tailored to your interests, streamlining navigation and recommending relevant information. Essential cookies and first-party analytics may continue to operate to ensure the website functions correctly.

- 5.5 We use analytics and usability tools, including heat-mapping technologies, to better understand how users interact with our websites. These tools may record session information such as mouse movement, clicks and scrolling. Sensitive information (e.g., passwords or secure form fields) is not captured.
- 5.6 We use remarketing tools, including Google Analytics 4, Google Ads, Meta Pixel, LinkedIn Insight Tag and similar providers, to deliver advertising that is more relevant to your interests. Ads may be shown to you on third-party websites based on your browsing behaviour on our websites.
- 5.7 You can opt out of certain personalised advertising features through tools provided by third-party platforms such as Google, Meta (Facebook and Instagram), LinkedIn, the Network Advertising Initiative (NAI) and the Digital Advertising Alliance (DAA). These tools may not block all tracking technologies, and essential cookies required for site functionality will still operate.

6 Privacy and disclaimers

- 6.1 **Privacy:** We take your privacy seriously. Where personal information is collected, we comply with the Privacy Act 2020 and our privacy policy. In using our websites you acknowledge that you have read and accept our [Privacy Policy](#).
- 6.2 **Availability:** Our websites, and the content and material on them, are provided on an "as is", "as available" basis. We are not liable for any system unavailability or any corruption of any data or information held by us, or for any loss that is incurred because our websites are unavailable. We reserve the right to modify, disable access to or discontinue, temporarily or permanently, all or part of our websites or any information contained on our websites without liability or notice to you.
- 6.3 **No warranties:** To the fullest extent permitted by law, we exclude and disclaim all warranties, express or implied, in relation to our websites and use of our websites - including (without limitation) warranties as to accuracy, completeness and fitness for any particular purpose.
- 6.4 **Our liability:** You use our websites at your own risk. You agree that we are not responsible in contract, tort, negligence, equity or in any other way for any loss, damage or harm arising out of your use of our websites, or your reliance on any information contained on, or accessed through, our websites, or if your information is inadvertently released by us or accessed by third parties without our consent. If for any reason we cannot rely on the above exclusion of liability, our liability to you will be limited to direct physical loss suffered by you to a maximum of \$50 per claim. In no event will we be liable for any loss of profit, savings, data, goodwill or business opportunity or for any indirect or consequential loss or for general or special damages.

7 Other Legal Terms

- 7.1 **Severability:** If any part of these Terms of Use is held to be invalid, unenforceable or illegal for any reason, then that part shall be severed or amended to the minimum extent necessary for the balance of these Terms of Use to continue in full force and effect.
- 7.2 **Entire agreement:** These Terms of Use contain everything we have agreed in relation to your use of our websites unless specifically stated otherwise. You cannot rely on anything else said or done by us (any of our representatives).
- 7.3 **Variation:** We may amend these Terms of Use from time to time. Amendments will be effective when posted on our websites. You are responsible for ensuring you are familiar with our latest Terms of Use. Your continued use of our websites represents your agreement to be bound by these terms as amended.

- 7.4 **Governing law and Jurisdiction:** New Zealand law governs our websites. These Terms of Use and your use of our websites and our websites are controlled and operated from our offices in New Zealand. You agree to the jurisdiction of New Zealand's Courts. We make no representation that links or materials on our websites are appropriate or available for use in any other location. If you choose to use our websites from a location outside New Zealand then you are solely responsible for compliance with local laws, if and to the extent that such laws are applicable. To the fullest extent permitted by law, we will not be liable for any failure of our websites to comply with the laws of any other country.
- 7.5 **Rights reserved:** We reserve any other rights available to us which are not expressly set out in these Terms of Use.

8 Further Information

- 8.1 Further information about our websites or our products and services can be sought by calling us on 0800 10 22 76 or email us at enquiries@pggwrightson.co.nz.