

KickStart Breakfast Programme Terms and Conditions

1. General

1. The KickStart Breakfast Programme ("Programme") is operated by Fonterra Co-operative Group Limited ("Fonterra") in partnership with New Zealand Health Association Limited trading as Sanitarium Health & Wellbeing Company and The Ministry of Social Development (together, "The Partners", "The Partnership", "us", "we", or "our")
2. Please read these General Terms and Conditions ("Terms"). We may vary these Terms at any time. The current version of these Terms will be maintained on the KickStart Breakfast site (www.kickstartbreakfast.co.nz) ("Site"). These Terms will be interpreted in accordance with, and governed by, the laws of New Zealand.

2. Eligibility

1. Eligible schools are defined as below:
 1. All New Zealand state and state-integrated primary through to secondary schools that are identified by the Directory of Educational Institutions at <http://www.educationcounts.gov...> are eligible to join the Programme;
 2. Satellite schools and Teen Parent Units which relate 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 The Partners; and
 3. Alternative education providers 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 The Partners,

(each, a "School" and together, the "Schools").
2. For the avoidance of doubt:
 1. Educational facilities where students are provided with breakfast as part of their living arrangements, including (without limitation) boarding schools and correspondence schools; and
 2. Early Childhood Education providers are not eligible to join the Programme.

3. Applications

1. Any eligible School may apply to participate in the Programme.
 1. Each School must apply to participate through the online application page found on the Site ("Application"). No other form of application will be accepted.

2. By submitting an Application, a School will be deemed to have accepted these Terms.
3. All information provided in an Application must be true and accurate at the time the Application is submitted.
4. The representative submitting the Application must be appropriately authorised to do so on behalf of the School.
5. Decisions on Applications will be made at our sole discretion. Without limiting the foregoing, we may reject an Application if it is deemed to be incomplete or non-conforming with the requirements set out therein.
6. In connection with the Application, the School will be required to designate its desired commencement date. Notwithstanding the foregoing, the date of a School's commencement of the Programme will be at The Partners' sole discretion.

4. Programme operation

1. Schools must provide a safe and secure location(s) within the School's campus where the Product will be served and consumed as part of the Programme (the "Breakfast Club") as well as sufficient personnel to administer and run the Programme on an ongoing basis.
2. The School must ensure that it has adequate capacity on its campus to store up to three months' of Weet-Bix™ product and Anchor™ UHT Lite Milk product (the "Product"). For Schools that have nominated to operate a six-monthly delivery cycles, the School must ensure they have adequate capacity on its campus to store up to six months' of the Product.
3. The Breakfast Club may run at any time up to one hour before, and during, a School Day, but not following the end of a School Day. For the purposes of these Terms, a School Day runs from 8:30am to 3:00pm. The School can choose to run its Breakfast Club up to five days a week.
4. The School is responsible for providing the essential provisions to run its Breakfast Club including, but not limited to; tables, chairs, cutlery, bowls, cups and refrigeration to chill the milk.
5. Schools are responsible for ensuring the location of the Breakfast Club and any associated facilities and equipment used in connection with the Programme and/or Breakfast Club are cleaned on a regular basis and remain in a hygienic and tidy condition.
6. The School is responsible for informing families of the School's participation in the Programme and gaining any required parental/guardian consent in relation to a student's participation in the Breakfast Club.
7. It is the responsibility of the School to identify any children that may not be able to participate in the Breakfast Club for any reason, including food allergies or lack of parental permission.

5. Product quantities and use of Product

1. The Partners reserve the right to put limits on a School's Product allocation if and when required.
2. Product provided through the Programme is exclusively for consumption by the students within the School at Breakfast Club. Notwithstanding the foregoing, staff or volunteers participating in the School's Breakfast Club may consume the Product at the same time as, and in the company of the students, to model positive behaviour.
3. The Product is to remain on School grounds at all times and is not to be provided by the School for consumption at any location off the School's campus. In the special circumstances where the School wishes to take the Product off School grounds, written consent must be obtained from The Partners first. The Partners can decline permission at any time and failing to adhere to this may result in suspension from the Programme.
4. The Product may not be consumed during any paid for before- or after-school care service Schools may provide.
5. Schools can in no way profit monetarily from the Product provided and all Product must be distributed free of charge. Specifically, and without limiting the foregoing:
 1. The School must not on-sell the Product to any organisation or private persons;
 2. No fees can be charged to the Students to receive the Product; and
 3. The Product is not to be used for any kind of fundraising activity.
6. The Partners will provide guidance and support on the usage and serving suggestions of the Product.

6. Updates

1. An online school profile will be established by The Partners for each School ("Profile"). To remain in the Programme, the School must ensure that the Profile remains accurate by updating its Profile (or confirming that the information is current and correct) at least once per school term through the online term update process ("Term Update") specified in clause 6.2.
2. Schools will be prompted to update or confirm their Profile in connection with the Term Update via reminder emails. The School must complete their Term Update within the notified timeframe, and shall be required to provide the following information (without limitation): (i) confirmation that a stocktake of the School's existing Product stock has been undertaken prior to ordering additional Product; and (ii) an accurate record of the number of children that the Product is being provided to and the number of serving days per week.

3. The provision of untrue or inaccurate information in connection with the Term Update, or a failure to comply with the Term Update more than twice per year may result in suspension from the Programme.
4. During the Term Update, the School can elect to: (i) reduce or postpone Product quantities for the following term without jeopardising or compromising participation in the Programme; or (ii) exit the Programme.
5. In addition to the exit rights specified in clause 6.4, if you wish to exit from the Programme, you may do so by emailing the KickStart Breakfast team on kickstart.breakfast@fonterra.com.
6. In the event that a School exits the Programme, the School shall reasonably co-operate with The Partners in respect of its exit and shall be required to comply with any exit processes or procedures notified by The Partners (including, without limitation, the treatment of any excess Product stock held by the School).
7. If any circumstances change so that the information provided in an Application or Term Update is no longer true and correct, the School must either update its Profile or notify The Partners of the change in information by emailing kickstart.breakfast@fonterra.com or calling 0800 900 070.

7. Product delivery

1. Fonterra, acting through its Anchor Franchisees, will deliver Anchor™ UHT Lite Blue milk and Sanitarium will provide Weet-Bix™ to the School at the Delivery Point (as that term is defined below).
2. The Product will be delivered to the delivery point(s) agreed between the School and The Partners ("Delivery Point"). The Delivery Point must allow easy access for unloading of the Product from the delivery vehicle. Each of Fonterra and Sanitarium may agree a respective delivery point and each location shall be a "Delivery Point" for the purposes of these Terms.
3. A School representative will be asked to sign upon the delivery of Product.
4. The Partners are not responsible for Product that is misplaced or stolen after delivery to the Delivery Point. Schools must inform The Partners immediately if Product is misplaced or stolen so an alternative delivery to the Delivery Point can be arranged.
5. Frequency of Product deliveries to the School will be at the sole discretion of The Partners. We will consult with the School and take into consideration the number of students, number of days serving and the location of the School.
6. Schools located remotely may have a special agreement signed between The Partners and School regarding specified delivery frequency and the agreed Delivery Point.
7. We will make every effort to ensure that deliveries are made at times agreed between The Partners and the School but cannot guarantee this.

8. Product storage and distribution

1. The School is responsible for the Product from delivery at the Delivery Point until it is consumed. The Partners are not liable for any Product that may be mishandled, misused or misplaced after delivery.
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 Product and any used packaging. The used Product packaging must be made available at a single location on School grounds for collection and recycling (if applicable) as required by The Partners and detailed further in clause 11.
3. The School is responsible for managing the stock rotation of the Product delivered. Notwithstanding the foregoing, the School must use the Product on a first-expired first-out basis. Further, Schools shall undertake a stocktake of existing Product held by the School prior to ordering additional Product and shall use reasonable endeavours to avoid the holding of Product in excess of its anticipated needs for each term. Failure to rotate stock in an efficient manner, including build-up of expired Product, may result in suspension from the Programme.
4. The School is responsible for all movement of the Product within the School, for distribution of the Product to the students and for gathering of the used packaging.
5. The Partners will provide guidance on the required care and handling of the Product. The School must comply with such guidance and all health and safety procedures as advised by The Partners from time to time.

9. Over / under supply

1. It is the School's responsibility to inform The Partners by email or phone if an oversupply or undersupply of Product occurs. Schools are able to reduce the quantity of Anchor™ UHT Lite Blue milk without affecting the quantity of Sanitarium Weet-Bix™, and vice versa.

10. Product replacements

1. Where a Product is identified as faulty the School must immediately notify The Partners so appropriate action can be taken.
2. Where a Product has passed its best before date and becomes expired, the School must immediately notify The Partners, and must keep the expired Product stored separately from the remainder of the Product and ensure that the expired Product is not consumed. The Partners will work with the School to identify appropriate methods of disposal of such expired Product, and the School will comply with The Partners' instructions and processes in respect of such disposal. The School must not remove or dispose of expired Product except as agreed with The Partners.

11. UHT packaging disposal and recycling

1. Fonterra will lease recycling bins (“Bins”) and provide bin liners to Schools at no charge for the sole purpose of storing used Anchor™ UHT Lite Blue milk packs (“UHT Cartons”). Bins must be stored on the School campus (or such other location as agreed between the parties) and will remain the property of Fonterra at all times.
2. Fonterra will, at its own expense, be responsible for the general maintenance of the Bins. The School receiving the Bins will protect them from damage and user abuse, with reasonable fair wear and tear excepted. The School will immediately advise Fonterra of any fault or damage to the Bins, and will be liable to Fonterra for any losses, damages or costs that Fonterra sustains as a result of any loss or damage to the Bins, except where Fonterra or its employees or contractors directly cause such loss or damage.
3. Subject to clause 11.4, Fonterra will offer the School the option to have the used UHT Cartons collected and removed from the School (“Collection Option”). The School shall be required to indicate whether it will participate in the Collection Option when it submits its Application. If the School has elected to participate in the Collection Option, the School acknowledges and agrees that it shall comply with the additional terms included in the Addendum to these Terms. From time to time, the School may request that Fonterra review the School’s existing election to opt in or out of the Collection Option. If such a request is made, Fonterra shall undertake a review and determine (at its discretion) whether or not to alter the School’s election to opt in or out of the Collection Option. Fonterra shall provide the School with notice of the outcome of its review and indicate when (if any) change in such election is to take effect.
4. The availability of the Collection Option for a School is subject to Fonterra’s confirmation. The School acknowledges that the Collection Option is not guaranteed and may not be feasible for Fonterra to provide.
5. The School acknowledges that The Partners are committed to ensuring that the operation of the Programme is both efficient and sustainable. In the event that the School does not opt in to the Collection Option, the School agrees that it will:
 1. use reasonable endeavours to recycle the UHT Cartons in accordance with best practice by utilising local community collection points (if locally available); and
 2. work with Fonterra in good faith to build the School’s capacity and ability to adequately participate in the Collection Option and/or to ensure that the UHT Cartons are properly recycled by the School in accordance with best practice by utilising local community collection points (if locally available).

6. Schools are responsible for ensuring the Bins are cleaned on a regular basis and remain in a presentable, hygienic and tidy condition.
7. If a School chooses to exit the Programme, Fonterra or any person authorised by Fonterra, may enter the School during reasonable hours or any other address where the Bins are expected to be for the purposes of removing the Bins. The parties acknowledge that this provision survives the termination of a School's participation in the Programme.
8. The School must not part with possession of or remove the Bins from the School campus without the express consent of Fonterra in writing.

12. Other packaging disposal and recycling

1. The School is responsible for ensuring all other used packaging including cardboard boxes the Product arrives in is recycled correctly as part of the School's normal recycling processes.
2. The School shall use reasonable endeavours to recycle the soft plastics the Product arrives wrapped in in accordance with **best practice**, which shall include utilising local community collection points (if locally available).

13. Communication

1. You agree to receive regular KickStart Breakfast e-Newsletters and other electronic communications from the Programme and/or The Partners. You agree to have representatives from The Partners visit your School at mutually agreed times to observe and/or participate in the Programme delivery at your School.

14. Media

1. You agree that The Partners 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 as to whether media will attend your School.
2. You give permission for your School name to be published on our website.

15. Programme Name

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 "KickStart Breakfast".

16. Programme logo

1. 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 The Partners.

17. Images

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

18. Volunteer(s)

1. The Partners accept no responsibility for any volunteer(s) operating or supporting the operation of the Programme. It is the School's responsibility to ensure the volunteer(s) are suitable and abide by any school policies and procedures.

19. Disclaimer

1. If the School is not complying with these Terms, The Partners reserve the right, at their sole discretion, to either:
 1. require the School to remedy the breach of these Terms if The Partners consider that the breach is capable of being remedied; or
 2. temporarily or permanently terminate the School's involvement in the Programme.
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).
3. The Partners reserve the right to cease the Programme (in whole or in part) at any time at their sole discretion.

20. Privacy

1. In order to conduct the Programme, The Partners may collect personal information (such as email addresses) from the Schools. Unless otherwise authorised by each School, personal information will be used and held by Fonterra in accordance with the Privacy Act 2020 and Fonterra's Privacy Statement, for the purposes of the Programme and may be shared with the other Partners or partners of Fonterra solely for the purposes of the Programme. To access or request correction of personal information, please [contact: kickstart.breakfast@fonterra.com](mailto:kickstart.breakfast@fonterra.com).

Addendum

Recycling and Collection Procedures

The terms of this Addendum shall apply to a School that has opted in to the Collection Option in accordance with the Programme terms and conditions.

1. Subject to clause 11.4 of the Terms, Fonterra will arrange for collection and removal of the used UHT Cartons from the School. The School is responsible for making the used UHT Cartons available for collection in accordance with the UHT recycling guidelines advised by Fonterra from time to time.
2. Repeated failure to meet Fonterra recycling standards may result in Fonterra declining to arrange for the collection and removal of the used UHT Cartons and/or suspension from the Programme, until a recycling standard which is satisfactory to Fonterra can be attained.
3. Schools are responsible for notifying the Anchor Franchisee if the location of their Bins changes or they require more bin liners. The new location of the Bins must be agreed by both parties and The Partners in order to ensure recycling can be accessed and collected in a timely manner. Recycling will not be accepted in any bin liners other than those provided by Fonterra.
4. Failing to have Bins ready for collection may result in a 'no-collect' fee at the School's expense.
5. Fonterra, at its sole discretion, may request the School to move the Bins to a different location, as agreed between the School and Fonterra, to assist collection.