

SUGAR CANE GROWERS FUND

Loyalty Program Application Form

GROWER DETAILS	S		
Sector:	Fari	LOS Number: (If Applicable)	
Name:			
DETAILS TO BE CHANGED (Only Fill the Required Changing Fields)			
	Trustees Name:		
Name	POA's Name:		
Personal Details	Phone Contact:	Postal Address:	
	Next of Kin:	Email Address:	
PRODUCTION DETAILS: - 2024			
OFFICIAL US	Grower	Non SCGF Grower	
District Loan Officer's Recommendation- Support/ Not Support Comments:			
Signed:		Date: <u>/ /20</u>	
SLO/MLO/CEO- Approved/ Not Approved			
Signed:		Date: <u>/_/20</u>	



SCGF LOYALTY PROGRAM TERMS AND CONDITIONS

These Terms and Conditions form part of the SCGF Loyalty Program Agreement (together with any schedules, attachments and appendix) by and between Sugar Cane Growers Fund (SCGF) and Loyalty Partner. The grower and SCGF agree as follows:

- 1) There will be no membership fee initially to the growers with an initial period of three years of Membership.
- 2) This SCGF Loyalty Program will be available to only active registered cane growers.
- 3) A Loyalty Card will be provided to the grower, encompassing Grower Name, Farm and Sector Number, District with photo of Grower.
- 4) <u>PLEASE TAKE NOTE</u>: This card will be personal to you and <u>cannot</u> be sold, transferred, assigned to, or shared with family, friends, or others.
- 5) Either Party may terminate this agreement effective immediately upon prior written notice to the other Party (one month prior) and Card Returned.
- 6) **Indemnity**: Services performed subject to any Discounts offered to Grower pursuant to this agreement. The Parties are independent contractors. This Agreement does not create any agency, partnership, joint venture or other form of joint enterprise, employment or fiduciary relationship between the Parties, and neither Party shall have authority to contract for or bind the other Party in any manner whatsoever.
- 7) **No Waiver** The waiver or failure of either party to exercise, in any respect, any right provided in this Agreement shall not be deemed a waiver of any other right or remedy to which the party may be entitled.
- 8) Amendments and Modification Only in Writing- The Terms and Conditions set forth herein constitute the entire agreement between the parties and supersede any communications or previous agreement.
- 9) **Variation-** Terms and Conditions may be advertised through media by giving 30 days advance notice.
- 10) **Severability**-if any term of this agreement is held by court of jurisdiction to be invalid or unenforceable, the this agreement, including all of the remaining terms, will remain in full force and effect as if such invalid or unenforceable term had never been included.

Each party knowingly, voluntarily, irrevocably and unconditionally waives its right to a trial of any claim or cause of action based on or arising out of this agreement or the subject matter here of (including, without limitation, Contract, Tort, Breach of duty, and all other common law and statutory claims), and will not be subject to any exceptions. Each party (i) Understands that this is a waiver of important legal rights and (ii) Acknowledges having had a reasonable opportunity to discuss this waiver and its effects with legal counsel.

Signed by:	
Grower Name:	Employee Name:
Farm No:	Institution:
Witnessed by:	Designation:
Date:	Date:
Stamp:	Stamp:

Copy of Terms and Conditions will be provided with card, however to be Signed by district staff and Growers.