



OnionSTAT CONDITIONS OF USE

OnionSTAT has been developed by Onions Australia to collect useful industry data to assist and support the development of the industry and individual industry participants. Participation in OnionSTAT is voluntary.

The success of OnionSTAT is dependent upon the number of users (grower packers and growers that pack in their own right) contributing and the quality and consistency of the data they provide throughout their season. Onions Australia will work to maximise the number of users contributing to the system to improve the consistency and reliability of the data provided. Onions Australia cannot however guarantee the accuracy of the information supplied by individual users or aggregated data. Onions Australia cannot guarantee the volumes recorded by users meet a minimum percentage of total Australian market throughput.

Access to OnionSTAT is limited to regional coordinators contributing information aggregated on behalf of growers in their region, packing houses, consolidators, grower packers and growers that pack in their own right and that meet the following conditions.

It is a condition of use - that user:

- participate in 'good faith'
- provide accurate and complete data
- contribute at least 80% of their season's data on a monthly basis (eg. for 8 out of 10 weeks during the season),
- meet the monthly timelines required.

Only users meeting the above conditions will have access to the OnionSTAT system and the aggregated reports.

It is intended that the reports generated are solely for the use of participating contributors and those supplying information to regional coordinators as well as Onions Australia. It is not intended for distribution to other parties. Users must take all reasonable steps to ensure that they do not disclose OnionSTAT information to other parties.

Users should not, without obtaining Onions Australia's prior written consent make public, disclose, copy or publish any OnionSTAT information or reports, except where:

- as a regional coordinator you are providing information to your those growers that supplied information for the regional aggregate figure
- as an industry captain you are providing information to your grower suppliers
- the information or reports are being used in your business, but users must not disclose OnionSTAT information to other parties as outlined above.

The user acknowledges that Onions Australia is the sole owner of all Trade Marks related to OnionSTAT and the acquisition of intellectual property related to OnionSTAT also rests with Onions Australia.

The user indemnifies and keeps indemnified Onions Australia against any and all costs, expenses, loss, damages, actions, proceedings, suits, claims, demands or liability (including all reasonable legal fees and other costs) suffered or incurred or liable to be suffered or incurred by Onions Australia.

Onions Australia makes no express warranties or guarantees (including but not limited to any identity, merchantability or fitness for any particular purpose) in relation to OnionSTAT and shall not be liable to the user on account of any defect or failure of or in relation to OnionSTAT information for loss of profits or other loss or damage.

Notwithstanding any provisions to the contrary in these conditions of use, the duties and obligations of the user with respect to using OnionSTAT and the Trade Marks shall survive termination of this Agreement.

Onions Australia reserves the right to terminate access to OnionSTAT at any time without prior notice.