



New Zealand Application Rules

1. These Application Rules (“Application Rules”) cover the submission of Applications from persons wishing to participate in the Bruce Stowell Work Exchange Scholarship Programme.
2. You agree that Zespri may collect and use any information about you for the purposes of evaluating your Application.
3. Your Application must be emailed directly to scholarships@zespri.com or sealed in an envelope and addressed to:

Bruce Stowell Work Exchange Scholarship Applications
Zespri International Limited
PO Box 4043
Mt Maunganui South 3116
4. You must provide one original Application Form signed by a duly authorised person or an electronic version of your Application in Microsoft Word format.
5. Your Application must be received by 5.00pm on **Sunday 20th January 2019**. Zespri may extend this deadline, or any other deadline in this Application, at its sole discretion, but will notify the public if it does so.
6. After the closing date of **Sunday 20th January 2019**, Zespri shall evaluate the Applications received in accordance with the evaluation criteria.
7. Zespri (in its sole discretion) may:
 - Accept or decline any or none of the Applications it receives;
 - Consider any alternative or late Applications; and/or
 - Decline any late Applications.
8. Successful applicant(s) will be notified by Zespri that their Application has been accepted. Other applicants that have submitted an Application will be notified by mail that their Application has been unsuccessful.
9. Successful Applicants will be required to enter into an Agreement with Zespri. No legal obligation arises between you and Zespri in relation to the outcome of the Application process unless and until a written Agreement is signed by Zespri and you as a successful Applicant.
10. You are responsible for fully reviewing the Application documentation and any other information provided by Zespri and making appropriate allowance (including in your Application) for financial and other resources to ensure, if your Application is accepted, that you can perform your obligations. By submitting an Application, You are deemed to have:
 - Examined the Application, any documents referred to in the Application and any other information made available in writing by Zespri to Applicants; and



- Examined all further information which is obtainable by making of reasonable enquiries and relevant to the risks, contingencies, and other circumstances having an effect on your Application and ability to complete the exchange programme; and
 - Accepted the terms of the Application (including without limitation acceptance of these Application Rules).
11. You must pay your own costs and expenses for preparing your Application.
12. Zespri may amend the Application Form and Applications Rules at any time, and may (without limitation) change any date, time or timeframe in the Application Rules, including without limitation varying or cancelling the Application process at any time.
13. Zespri may in its sole and absolute discretion reject or not consider any Application that does not comply with the requirements specified in these Application Rules. Zespri may also accept any Application notwithstanding that such Application is non-compliant in any way. Without limiting the generality of the foregoing, Zespri reserves the right to:
- Reject any Application which is submitted with “tags”, conditions, or any such other proviso or term contrary to the form specified in the Application Form; and
 - Waive any irregularity, breach of Applications Rules or other non-compliance by any Applicant including without limitation accepting a non-signed or non-compliant Application;
 - Accept or decline any Application in its sole discretion and may negotiate with any Applicant it wishes to in respect of any Application (but is not obliged to negotiate with any Applicant).
14. Zespri further reserves the right not to:
- Advise or discuss the reasons why any Application was accepted or declined; and/or
 - Disclose any information in relation to any Application it accepts.
15. Whilst Zespri has endeavoured to ensure that any information provided is accurate, Zespri shall not be directly or indirectly liable (whether in contract, tort or otherwise) to any person for any statement, representation, misrepresentation, inaccuracy, omission or otherwise in respect of, or any reliance by any person on, any information or documentation Zespri or any of its representatives directly or indirectly makes available or otherwise discloses (whether orally or in writing) at any time to prospective Applicants or their representatives in connection with this Application. Zespri will not be liable for any direct or indirect damage to, or loss or cost (including costs of preparing your Application or legal costs) that you or any other person incurs as a result of the Application process.
16. Information contained in Applications will, in general, remain confidential to the Applicants, Zespri management and Zespri assessors. Zespri may use information contained within Applications, including personal information, to identify appropriate potential exchanges or opportunities for project amalgamation which may be of benefit to the Applicant(s) and/or the programme as a whole.



17. **Disclaimer:** This is an application process whereby Zespri takes no responsibility for actions taken by applicants. The exchange is a not for profit facilitation of two parties exchanging, it is not an offer of employment. No monies will exchange between any parties involved. The expenses specified will be prearranged where appropriate by Zespri and the two exchanging parties will cancel out each other's costs as a result of the exchange.
18. **Application Withdraw:** If for any reason an application wishes to withdraw at any time they need to formally advise Zespri as soon as possible. Their application will be deemed cancelled and destroyed upon formal receipt of the application withdraw.
19. **EVALUATION OF APPLICATIONS**
 - 19.1 **Zespri's Objective and Policy:** Zespri's objective is to develop a work exchange programme for Zespri New Zealand growing communities, to promote knowledge transfer and strong relationships in the Zespri New Zealand kiwifruit community. Zespri's policy is to consider all applications in a fair and transparent manner with a view to making the programme successful.
 - 19.2 **Criteria:** Criteria by which Applications will be evaluated by Zespri include, but are not limited to:
 - (a) Suitability to match with an opposing applicants focus and goals;
 - (b) Applicants ability to transfer knowledge of the experience appropriately;
 - (c) Applicants commitment to growing kiwifruit to date and intended commitment in the future;
 - (d) Compliance with the terms and conditions of this Application Package; and
 - (e) Any other matters considered relevant by Zespri.
 - 19.3 **Criteria Only a Guide:** These criteria are not in any order, are not exhaustive, and are for the guidance of prospective Applicants to develop and make assessments as to the suitability of their Applications.
 - 19.4 **Provide Information to Assist Evaluation:** Applicants must complete all the information requirements as set out in the Application Form, and any further requirements as requested in writing by Zespri.
 - 19.5 **Applicants to Inform Themselves:** By submitting an Application, Applicants shall be deemed to have examined the Application Package and all further information which is obtainable by making of reasonable enquiries and relevant to the risks, contingencies, and other circumstances having an effect on their Applications.



20. ASSISTANCE PROCEDURES

- 20.1 **Initial Contact Point:** Should any prospective Applicant require clarification of, or further information in respect of, this Application Package, they should, in each instance, first contact in writing scholarships@zespri.com.