

TERMS AND CONDITIONS

“TRACE MY EGG”

Version Date: 29 August 2019

EPF offers farmers the opportunity to participate in the Egg Stamping Programme, also referred to as “Trace My Egg” on the following terms and conditions.

To be eligible for an egg stamping Farm Code from EPF you must at all times comply with the terms and conditions of the Egg Stamping Programme as updated from time to time (**Terms and Conditions**); failure to do so may result in EPF revoking your participation rights.

Information required

- 1) **Public information:** The company listed on the Farmer Sign-Up Form (**You** and **Your** as applicable) will provide EPF with information as follows:
 - a) **Compulsory information:**
 - i) the farm name where your eggs are produced;
 - ii) the location of each farm where your eggs are produced. The location does not need to be an exact postal address for the farm, but must be either a specific suburb, town or region; and
 - iii) each production method used on each farm (being, cage, colony, barn, free range and/or organic as summarised on the New Zealand Egg Producers website: eggfarmers.org.nz)
 - iv) Brand information – information regarding which brands your eggs supply to relevant to your farm code.
 - b) **Optional information:**
 - i) Link to relevant website (or relevant social profile if used on place of a website)
 - ii) Link to relevant Facebook account
 - iii) Link to relevant Instagram account
 - iv) Free-text field: The free-text field or “blurb” is designed to be used to communicate interesting titbits of information about the farm, relevant to the Farm Code. The EPF reserves the right to make amendments to the provided blurbs and may seek advice from the Governance Group or the EPF Chief Executive as required or when an issue arises. Amendments proposed to your blurb will be made in consultation with you. Free text requirements include but are not limited to:
 - **Fact-based information** (not opinion based): e.g. 'we are passionate about egg farming' would be acceptable. 'We sell the best eggs' would not. Any claims, if challenged, must be defended by the participant who submitted them and may not be accepted by the EPF at its discretion.

- **Non-competitive language:** e.g. 'we operate a fantastic egg farm in...' would be acceptable. 'We operate the best egg farm in New Zealand' would not be acceptable.

(together, the **Public Information**).

- 2) **Correct information:** You warrant that all Public Information you provide to EPF is true and correct.
- 3) **Production method:** You will ensure that:
 - a) the production method specified for each applicable farm in your Farmer Sign-Up Form is accurate, and not misleading; and
 - b) you comply and will continue to comply with any applicable laws and regulations specifying or governing the production method specified (in each case a **Production Method**), which includes, without limitation, the Animal Welfare (Layer Hens) Code of Welfare 2018 as updated or amended from time to time. The New Zealand Egg Producers website (eggfarmers.org.nz) contains a summary of each Production Method.
 - c) you acknowledge and agree that you, not EPF, are responsible for understanding and ensuring compliance with the Production Method specified for each of your farms.
 - d) you will seek your own consumer law compliance advice.
- 4) **Update information:** You will promptly provide EPF with updated Public Information if your farm name, farm location or Production Method changes. If you establish a new farm, or change Production Method on an existing farm, you must apply for a new Farm Code by completing another Farmer Sign-Up Form.

Farm Code

- 5) **EPF to provide Farm Code:**
 - a) After receiving a completed Farmer Sign-Up Form, EPF will provide you with a unique five-value Farm Code.
 - b) The Farm Code will be made up of:
 - i) two letters, which represent the Production Method used on that farm; and
 - ii) three numbers representing the name of your farm.

The Farm Code must be stamped in that order (Production Method, then Farm Code) on to your eggs.

Accurate and complete egg stamping

- 6) **Correct Farm Code:**
 - a) You will stamp each egg you produce with the correct Farm Code as provided to you by EPF. The correct Farm Code will reflect both the farm and Production Method for where and how each egg was produced.
 - b) You agree that it is your responsibility to correctly stamp each egg with the correct Farm Code.

- c) EPF takes no responsibility, and will not be liable in any way, for incorrectly stamped eggs whether the eggs were intentionally or unintentionally stamped incorrectly.
- d) Under no circumstances will you allow:
 - i) your eggs to be sold with an incorrect Farm Code; or
 - ii) a Farm Code for one farm or Production Method to be stamped on eggs produced on another farm or using a different Production Method.
 - iii) your eggs to be stamped with more than one Farm Code
- e) In any circumstance where cage and colony egg production methods are combined, in accordance with RMP regulation, the following application to accurate egg stamping applies:
 - i) Combined colony and cage egg production methods must be stamped as **cage**.

Note: truth of labelling is your legal responsibility.

- 7) **Stamping on-farm:** You will stamp each egg with the correct Farm Code on the farm that those eggs were produced on.
- 8) **Stamp every egg:** You will stamp every egg that is deemed part of the egg stamping programme, including every table egg as defined by MPI in its RMP product description section, produced for sale on each farm with the correct Farm Code, except for the circumstances highlighted in clause 12 subsections a) to e) the exception of the following:
 - a) Eggs that are being sold for processing, cracked and/or broken eggs, leaking eggs or eggs which for any other reason cannot be sold as table eggs.
 - b) 'Jumbo' sized eggs which will not fit through stamping machinery. These must be noted in the Logging System Form.

Eggs that are either relevant to clause 8) a) or 8) b) are exempt from clause 10.

9) **'Grace Period' for setup of egg stamping**

- a) From the date that the EPF issues a producer with their farm code and accepts them into the egg stamping programme, the participant has no more than three calendar months to set up and test their egg stamping equipment and processes to ensure they are functioning appropriately.
- b) Throughout this 'grace period' the participant does not have to meet all requirements for stamp legibility, however, this period is only to be utilised for the purposes of ensuring that equipment and practices relevant to egg stamping are working appropriately, and to amend any issues arising relating to equipment or processes, only.
- c) The grace period is not to be used to purposefully avoid stamping all eggs on farm.
- d) The expectation throughout this grace period is that the participant is working towards total stamping of table eggs, compliant stamping legibility and programme compliance as quickly as possible.
- e) All issues throughout this period including but not limited to stamping legibility or the inability to stamp eggs altogether, must be recorded using the **Logging System Form**, which may be checked by the EPF or any independent auditing body appointed by the EPF. It is also expected that copies of the **Logging System Forms** showing these issues are included within each participant's RMP as per 15) b).

Egg stamp requirements

10) **Placement of Farm Code on egg:** You will stamp each egg with the Farm Code provided by EPF onto each egg, preferably on the top of, or the side of, each egg.

11) **Minimum size and legibility of Farm Code:**

- a) The minimum height for the Farm Code as stamped on each egg is 3mm.
- b) You will ensure that the Farm Code stamped on each egg is legible and you will carry out routine inspections to ensure legibility of Farm Codes.
- c) It is expected that you will take all possible steps to achieve legible stamping of your eggs. Up to 20% of eggs leaving the farm for sale each month can be illegible if an issue with the stamp or production line has been identified. You agree that you will take all reasonable steps to identify stamping legibility issues and ensure that any such issue is promptly fixed. It is your responsibility to ensure that the percentage of illegible eggs does not exceed the 20% threshold within any one-month period and to provide proof within your RMP audit that this has been met.

12) **Inability to stamp eggs**

- a) Reasonable steps to ensure that egg stamping is undertaken on an on-going basis are your responsibility, including ensuring enough supply of ink is available at all times and that replacement stamp heads are available prior to the need to replace them. Issues beyond your control, such as a shortage of supply of ink to New Zealand, will be managed on a case-by-case basis and must be alerted to the EPF at the earliest possible time and no more than 24 hours later than they are known. It is expected that actions to mitigate incidents resulting in the inability to stamp eggs are undertaken wherever practicable.
- b) All eggs that are not stamped for any reason must be logged appropriately to aid in the identification of such information within your RMP audit addition and any other audits as required as part of the Egg Stamping Programme from time-to-time. Reason for failure must be noted.
- c) In the event that your egg stamping machinery breaks down, or there are other issues with your egg stamping machinery beyond your control, you have five days (72-120 hours) to repair the fault and begin egg stamping again. Eggs produced within the period when machinery is unable to legibly stamp eggs, do not need to be stamped. This exception period means that eggs produced during the period they are unable to be stamped should not be included in the total number of eggs to meet the legibility threshold of 20% as per 10 c), required within any one-month period.
- d) Any instances where machinery repairs may take more than the maximum of 120 hours allowed – for example, where a part needs to be imported, will need to be reported to the EPF at the earliest possible time and will be managed on a case-by-case basis and at the discretion of the EPF.
- e) Any exemptions outside of the criteria in section 11 are to be granted at the sole discretion of the EPF.

13) **Other markings on eggs:**

- a) You may stamp your eggs with other codes, words or images in addition to your Farm Code.
- b) You will ensure that any other codes, words or images stamped on your egg are located either:
 - i) after the Farm Code; or

- ii) below the Farm Code.
- c) You will ensure that any other codes, words or images stamped on your eggs will not:
 - i) overlap with your Farm Code;
 - ii) hinder the consumer's ability to read the Farm Code; or
 - iii) mislead or cause confusion to consumers in any way including but not limited to your Production Method.

14) Food grade ink:

- a) You will only use New Zealand food safety standard compliant food grade ink to stamp your eggs with your Farm Code.
- b) Ink must be stored correctly, as per the instructions provided by the supplier and must not be used past its expiry date or outside of any other New Zealand requirements.
- c) You must provide proof to the EPF or any EPF-appointed auditor that the ink you are using is compliant. A certificate from the supplier is deemed as appropriate proof.
- d) The EPF strongly recommends red ink.

It is **your responsibility** to ensure that the ink that you use is compliant in New Zealand.

Note: some ink colours may cause issues during the candling process, in some stamping systems. EPF strongly recommends that you confirm how to best overcome any potential issues with the ink and the ink colour chosen, directly with the supplier, prior to purchase and use.

Audit and reporting programme

15) Stamping and auditing:

- a) You will agree that all of your farms participating in the Egg Stamping Programme are audited by the EPF approved auditor, AsureQuality, or other such appointed auditor in the future.
- b) You will ensure that the stamping audit (**Logging System Form**) is added to your RMP.
- c) You agree to the auditor providing your egg stamping audit report to EPF on your behalf.

16) Logging system:

- a) You will record the information set out in the logging system form (**Logging System Form**) each time a stamp head or inkjet code is changed. An example Logging System Form is in the **Schedule** to this Agreement – this demonstrates the minimum requirements for auditing purposes.
- b) You agree to retain all completed Logging System Forms whether electronic or hardcopy. This includes all records from inkjet printing systems and stamping printing systems.
- c) You must provide copies of every Logging System Form to EPF:
 - i) within 3 days of EPF requesting to see your Logging System Forms by phone, email or letter; or
 - ii) immediately if EPF or an authorised EPF representative (which includes any EPF authorised auditor) is on-site at your farm or business.

17) Reporting and inspection: You will:

- a) Provide all information as reasonably requested by EPF for the purposes of:

- i) ensuring your compliance with these Terms and Conditions; and
 - ii) confirming the accuracy of your Public Information, in particular but not limited to, your Production Method.
- b) Allow EPF to enter and inspect your farm(s) at any reasonable time, but without prior notice to you, for the purposes listed at clause 15(a)(i) and (ii). You acknowledge that, EPF intends to carry out random inspections of farms for such purposes.

EPF's obligations

18) **Right to revoke:** EPF may at its sole discretion:

- a) end the Egg Stamping Programme at any time without notice to you;
- b) revoke, restrict or delist your Farm Code at any time, including but not limited to any time you breach the Terms and Conditions.

19) **Right to publish revocation:** EPF may publicly list those egg producers who have had their Farm Code revoked, restricted or deleted.

20) **Terms and conditions:** EPF may update these Terms and Conditions from time-to-time at its sole discretion. EPF will provide notice of amended terms by email.

21) **Trace My Egg:**

- a) EPF will make available, either itself or through a third-party provider, the website www.tracemyegg.co.nz (the **Website**) for the purposes of the Egg Stamping Programme. The Website will enable consumers to research your Farm Code using a search function and find your Public Information.
- b) EPF has the right to modify or remove the Website at any time at its sole discretion.
- c) EPF will use its best endeavours to:
 - i) ensure that the Website is accurate and up to date with your Public Information as linked to your Farm Code.
 - ii) maintain and update its database containing all Farm Codes and the Public Information linked to those Farm Codes.
- d) You agree to your Public Information being published on the Website.

22) **Limitation of liability:** EPF will not be liable for any loss arising out of any subject matter of this Agreement, whether that loss is direct or indirect, to the full extent of the law including, but not limited to, the following matters:

- a) any delay in launching the Website;
- b) any delay in updating the Website with your Public Information;
- c) any incorrect data published on the Website, including incorrect Public Information;
- d) any breach of the Website and/or of EPF's network that does or may compromise your data, whether Public Information or not;
- e) any revocation of your Farm Code for any reason; and
- f) any consumer, media or government interest or investigation in your farm or business following your Public Information being published on the Website.

- g) Any information published on the Trace My Egg website or the EPF website relevant to your expulsion or suspension from the programme.

23) **Exclusion of supplier liability:** EPF has no responsibility for any loss connected with you participating in the Egg Stamping Programme and/or caused by any supplier listed in the New Zealand Egg Producers website (eggfarmers.org.nz) or otherwise recommended or notified by EPF howsoever that loss arises, whether direct or indirect.

24) **Release of Public Information:** You agree to EPF releasing your Public Information and contact details if required by law.

Your obligations

25) **Adhere to the terms and conditions:**

- a) You will comply with the terms and conditions including the Terms and Conditions as they are updated from time to time.
- b) Any failure to abide by the terms and conditions may result in EPF removing you from the Egg Stamping Programme. Removal from the Egg Stamping Programme is at EPF's sole discretion.

26) **Indemnity:** You are liable for, and will indemnify EPF from and against, all loss or damage (including legal costs) incurred or suffered by EPF howsoever caused, whether direct or indirect, arising from or in connection with any incorrect or misleading Public Information you provide to EPF.

27) **Costs:** You will bear all costs (including legal costs if any) relating to or associated with signing up to Egg Stamping Programme and complying with the terms and conditions of the Egg Stamping Programme. You acknowledge that your signing up to the Egg Stamping Programme is a voluntary initiative.

28) **Authority:**

- a) You warrant that you have authority to sign this Farmer Sign-Up Form on behalf of the farms listed above and bind those farms to these Terms and Conditions.
- b) You take full responsibility for the adherence to these Terms and Conditions and the appropriate use of your Farm Code.

29) **Reporting of misuse of Farm Code:** You will:

- a) notify EPF immediately if you are aware of:
 - i) any misuse or potential misuse of your Farm Code or the Egg Stamping Programme in any way;
 - ii) any issue or potential issue relating to the use of your Farm Code that could negatively impact on the Egg Stamping Programme in any way.
- b) take all reasonable steps in your power and control to ensure there is no misuse of your Farm Code or to the Egg Stamping Programme in any way.

30) **Accurate packaging:** Your packaging must be truthfully labelled. If you are using recycled egg packaging to sell your eggs, you must completely remove or deface any false or misleading information (including

any names or contact details of other producers) to ensure eggs can be accurately traced in the event of a food safety problem or complaint. Failure to do so is fraudulent.

- 31) **Claims:** once a producer has been admitted to the programme, they are free to provide information to this effect to consumers on packaging, websites and advertising. The following claims and activities are admissible:
- a) Use of provided marketing materials and imagery displaying the Trace My Egg brand imagery in accordance with Brand Guidelines and Marketing Guidelines
 - b) Participant in Trace My Egg
 - c) Proud participant in Trace My Egg
 - d) Other claims provided to participants as directed by official programme materials such as Marketing or Brand Guidelines.
- Potentially misleading claims such as:
- e) Endorsed by the Egg Producers Federation
 - f) Endorsed by AsureQuality
- are **not** permitted.

Note – it is requested that you contact the Egg Producers Federation by email to info@eggfarmers.org.nz to gain feedback on your use of claims or imagery associated with the programme wherever practicable and at least in the first few months or promotion to ensure that information that you provide to consumers about your participation in, and about the programme itself, is consistent and aligned to the programme including but not limited to the Brand Guidelines and Marketing Guidelines.

- 32) **Professional conduct:** Unprofessional conduct by members could result in suspension or expulsion from the programme at the discretion of the EPF. Unprofessional conduct could include:
- a) Public criticism of Trace My Egg, Egg Stamping, EPF Source Assurance and other terms used to refer to EPF initiatives (whole or in part)
 - b) Public criticism of other members (the correct procedure would be to lay a complaint with the EPF)
 - c) Misleading claims
 - d) Engaging in any form of competitive activity that may diminish or damage the credibility of Trace My Egg, Egg Stamping, EPF Source Assurance and other terms used to refer to EPF initiatives (whole or in part).
- 33) **Dispute resolution:** any disputes must be raised in writing to the EPF to info@eggfarmers.org.nz at the earliest possible time. Complaints must include:
- a) The complainant's contact details
 - b) The nature of the issue and key information
 - c) The remedial action desired by the complainant (if applicable)
- The EPF, at its discretion, will investigate the complaint and as appropriate, escalate this to the EPF Governance Group and/or the EPF Board. The EPF is under no obligation to resolve the complaint to the satisfaction of the complainant, however, it will ensure that if the complaint is credible, appropriate action is taken in accordance to programme rules.

Signed by authorised signatory:

Date:

Please print name:

Company:

Position in company:

SCHEDULE

Example of acceptable logging system form

The following form is an example of the type of information that we recommend that you collect to provide acceptable proof that stamp heads or inkjet codes are being changed appropriately.

Note: an auditor will also check that the correct stamp is being used at the time of any inspection.

Log Sheet: Changing inkjet codes/stamp heads

Farm name	:	
Farm address	:	
Date changed	:	
Time changed	:	
Stamp/code (production type) changed out	:	
Stamp/code (production type) changed in	:	
Changed by	:	
Sign	:	
Authorised by	:	
Sign	:	
Line (if applicable)	:	
Shed (if applicable)	:	
Stamp legibility tested	:	
Other notes	:	

FARMER INFORMATION SHEET

About the Programme

An industry-wide Egg Stamping Programme is being implemented across New Zealand. This egg stamping initiative is the first phase of a full industry-led programme being rolled out over the next few years. EPF is managing the programme, which is an initiative to increase visibility of good egg farming practices across New Zealand and to engage New Zealand consumers with these practices.

Being a part of this initiative is not a mandatory requirement for members, however, your participation in the programme is strongly recommended. Over time we aspire towards all members becoming accredited with this programme.

Why this is being rolled out

There have been some cases of behaviour in our industry relating to mislabelling, which is a serious fraudulent offence. In order to maintain high levels of credibility in the New Zealand market, and furthermore, to continue to meet good practice standards, the industry has opted to generate an assurance programme that will be independently verified, and aims to give consumers, suppliers and regulators increased assurance that our industry is maintaining good practices. When fully rolled out, those farmers involved in the programme will be given access to an accredited farm status and use of an exclusive programme mark.

Step One: Egg Stamping

As a first step, egg stamping will provide consumers with greater confidence and understanding of the eggs farmed in New Zealand. For farmers, it will provide a greater level of protection and transparency relating to egg production. Eggs stamped at farm source are traceable “from farm to plate” which is increasingly important to New Zealand consumers and to the suppliers that they purchase them from.

Egg stamping is one element of a more fulsome programme being rolled out by the industry, designed to enhance the understanding and transparency of egg farming practices across New Zealand and communicate these positively to New Zealand consumers.

Joining the egg stamping programme carries with it no additional charge to EPF members. However, the costs associated with stamping such as ink, equipment and so on, are the sole responsibility of the farmer. The EPF will administer the programme by providing all members with farm numbers, which are the codes to be used on eggs when stamping. A supporting website will allow consumers to trace their eggs to the area and farm that they have come from. The website will be called “Trace My Egg” and will allow consumers to trace eggs using the code you stamp onto your eggs. Farm addresses will not be provided online.

Step Two: The full programme

The full accreditation programme – also internally referred to as the Egg Consumer Assurance Programme, or ECAP for short - will focus on developing further initiatives such as animal welfare alongside traceability – of which, egg stamping will play a part. Stamping alone will not be enough to earn a farm full accreditation status – but it’s a great start. Farmers will be able to opt-in to these other initiatives as part of ECAP, when they are available. The full programme will require formal and on-going confirmation that farmers are upholding the standards that are required to be an accredited farm. Full information regarding these requirements and the standards will be made available to you in due course.

Marketing Guidelines

Marketing guidelines including key messages will be provided to participants when they are accepted to the programme. Imagery, brand guidelines and other useful marketing tools will be provided and will include terms of use where required.

Media Protocols

As the initiative is owned by the EPF, all participants will be expected to abide by the EPF Media Protocols. A copy of this document has been appended.

Auditing and compliance queries

Every participant is subject to an 'entry-audit' within the first 12 months of participating in the programme. Participants are also subject to random spot audits which can occur at any time. If you have any concerns about your auditing, please contact the EPF: info@eggfarmers.org.nz

Governance, Application of Rules and EPF Discretion

This initiative is part of the EPF's wider Egg Consumer Assurance Programme ('ECAP'). It is ultimately subject management under the ECAP Programme Rules. The Programme Rules include guidance regarding:

- **Governance:** management structure and governance structure - roles and responsibilities
- **Participation:** management of applications, claims, unprofessional conduct, complaints, dispute resolution
- **Documentation:** documents required for each initiative
- **Auditing:** programme auditing management and consistency considerations
- **Enforcement and Conformance:** management of suspensions, expulsions and applications to re-join the programme
- **Ownership and IP:** EPF ownership of programme IP and resources.

These rules are designed to guide the EPF Board and Governance Group regarding discretionary management matters as per the Terms and Conditions of each initiative and the over-arching ECAP programme.



EGG PRODUCERS FEDERATION MEDIA PROTOCOLS

Overview:

Eggs are an everyday pantry staple for Kiwi consumers which means the egg industry is a constant source of interest to national and regional news media.

With media, the role of the Egg Producers Federation is to provide context so that the latest facts and stats on production, policy and regulatory developments are given, to separate fact from speculation. Primarily, Industry's role is to steer the discussion on matters important to Industry members and our end customer – the consumer.

These protocols are designed to protect you and your business so it is essential each member follows them.

EPF MEDIA PROTOCOLS

1. The Egg Producers Federation must be notified of **ALL** media inquiries **before** they are responded to. For the sake of consistency and accuracy of information, media requests must be run by the EPF office to determine **who** and **what** is the best response.
2. The EPF protocol for all media inquiries is that they must be put in an email to the recipient. These details must then be passed onto the EPF office email – info@eggfarmers.org.nz -or phoned in, to (09) 520 4300 as soon as they are received.
3. Journalists work to deadlines, so they need a response by a certain time. If you receive media call, please note the following details and include these in the email to the EPF office:
 - 1) the journalist's name
 - 2) the news organisation they are calling from

3) their deadline for a response

4) a contact phone number or email

4. Local stories can become national headlines almost immediately with today's digital media and social media shareability. If approached by the media, even just to confirm a minor detail, please verify it with the EPF office first to ensure the journalist gets the right information from the right person.

4. EPF Executive Director, Michael Brooks, is the Industry's first point of contact. He is contactable on (09) 520 4300, or michael@pianz.org.nz.

If Michael is not available, please discuss the media inquiry with the EPF PR advisor Clare England; 021 615 915, or email clare.england@xtra.co.nz.

5. The EPF may suggest you respond to the inquiry personally, but will give guidance on the Industry position to assist. No other staff members are authorised to speak to the media.

6. If neither Michael Brooks or Clare England are available, please send details of the media inquiry to EPF Chairman, Michael Guthrie m.guthrie@maingroup.co.nz. In the subject line, put: "URGENT: Media Inquiry" to ensure this gets priority attention.

7. It is important to remain courteous to journalists, even if they appear provocative with their line of questioning. It is their job to know how to glean information from people. It is our job as Industry members to work together to ensure they get the right information from the right person.

**If any of the aforementioned protocols require further clarification, please contact Michael Brooks,
michael@pianz.org.nz**

CONTACT US

Egg Producers Federation of New Zealand

Ph: +64 09 520 4300

E: info@eggfarmers.org.nz

W: www.eggfarmers.co.nz