

Terms and Conditions for earning Qantas Frequent Flyer Points under the KYOCERA KyoRewards (Program) - Australia

You must be a member of the Qantas Frequent Flyer program ("**QFF**") (operated by Qantas Frequent Flyer Limited on behalf of Qantas Airways Limited) to obtain points in accordance with the terms and conditions of the Program.

Membership is **only** available to individuals who are part of the QFF program, and is not available to companies, trusts or partnerships holding QFF accounts.

To the maximum extent permitted by law, you expressly indemnify KYOCERA Document Solutions Australia Pty. Ltd (**Kyocera**) from and against any claims relating to income tax, fringe benefits tax or any other taxes or duties whatsoever arising from your participation in the Program. Members should obtain appropriate financial and taxation advice regarding any taxation implications relating to obtaining points through the Program.

These conditions of use do not contain the terms and conditions that apply to your Qantas Frequent Flyer membership. It is important that you read all of the terms and conditions that apply to your Qantas Frequent Flyer ("**QFF terms and conditions**") membership and retain them for future reference. The operator of QFF may change the terms and conditions of the QFF program from time to time without notice to Kyocera. Accordingly, you should refer to the QFF terms and conditions on the [Qantas website](#) as to the rights Qantas has to change the terms and conditions of the QFF program. You should regularly check for updates and changes to the QFF program terms and conditions. Kyocera makes no representations whatsoever regarding the QFF terms and conditions nor will it be required to provide information regarding any updates to the same.

1. General

- 1.1. The Program is operated by Kyocera. Please read the terms and conditions contained in the Program rules (**Rules**) carefully before choosing to participate in the Program.
- 1.2. The Program is subject to Kyocera's [Privacy Policy](#) ("**Privacy Policy**").
- 1.3. Enrollment and participation in the Program is deemed to be immediate acceptance of the terms and conditions of membership contained in the Rules, and your consent to have your personal information dealt with in accordance with the Privacy Policy. The terms and conditions contained in the Rules are correct at the time of publication, however Kyocera reserves the right to alter them at any time without notice, and participants in the Program should regularly refer to the Kyocera website for any changes to the terms and conditions of the Program.
- 1.4. You must read and accept any changed terms and conditions when you next visit the Program website.
- 1.5. By participating in the Program, unless otherwise advised, each participant consents to the information submitted being entered into Kyocera's database. Kyocera may use this information for future promotional, marketing and publicity purposes without any further reference or payment to the member.
- 1.6. Participants also consent to receiving information relating to the Program and any future promotions, marketing and publicity information.

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- 1.7. To be eligible for QFF points, you must be a member of the QFF Program and you must supply your name (as registered) and Frequent Flyer number to ensure points can be transferred to your QFF account. In the case where an incorrect name or number is provided, these QFF points will be deemed invalid and cancelled.
- 1.8. Unless otherwise advised in writing, by accepting this terms and conditions, you agree to accept and will abide to other promotions that are running in conjunction with this Program.

2. Participation Eligibility

- 2.1. You may apply to participate in the Program if you are a current employee of a Kyocera authorised distributor ("Distributor"), Kyocera authorised dealer ("Dealer") or registered reseller ("Reseller") of genuine Kyocera products ("Products") provided that such distributors, dealers and resellers are approved by Kyocera in writing from time to time.
- 2.2. The application for the Program is by invitation from KYOCERA to the person authorised to liaise with Kyocera with respect to the Program (**Principal Contact**) at each Distributor, Dealer or Reseller. Contact the Kyocera Marketing team at marketing@dau.kyocera.com, or contact your KYOCERA Account Manager directly. There is no fee payable for membership to the Program or to participate in the Program.
- 2.3. **Kyocera allows only one membership per registered Business / ABN.**
- 2.4. In order to participate in the Program each business must register their nominated QFF account with the following details: full name as it appears on the QFF membership, email address, authority to nominate a QFF account on behalf of the company, and ABN.
- 2.5. If you register (as per clause 2.4) between 1 December 2015 and 28 February 2016 ("**Introductory Period**") you will be eligible to receive points accrued on purchases made during this period. If you register after the Introductory Period, any QFF points accrued during this period will not form part of the Program.
- 2.6. You must be at least 18 years of age to enrol in and participate in the Program.
- 2.7. Membership is **only** available to individuals who are part of the QFF program, and is not available to companies, trusts or partnerships holding QFF accounts.
- 2.8. Members may replace a registered QFF number the QFF number of an alternative staff member no more than once in each six (6) monthly period. Such requests must be addressed in writing to: marketing@dau.kyocera.com.

3. QFF Points

- 3.1. Members will only be awarded QFF points when their QFF membership number is made available to Kyocera, recorded in Kyocera's database and the QFF membership details submitted to the Program matches the member's details in the QFF Program. Sales submitted prior to Kyocera receiving members' exact QFF membership details will not be eligible for QFF points. No exceptions will be made to this rule.
- 3.2. The QFF points will be automatically reported and calculated based on the total monthly hardware and accessories revenue of shipped goods:
- 3.3. A: directly from Kyocera to the distribution channel

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- 3.4. B: directly from Kyocera to the dealer channel
- 3.5. C: as reported to Kyocera by the distribution channel for resellers or dealers buying directly from Kyocera Authorised Distributors.
- 3.6. Members will receive a monthly statement from March 2016 advising them of their reported hardware sales and associated point allocation.
- 3.7. Kyocera has pegged the AUD value of sales of Product (**“Qualifying Sales”**) to QFF points as follows:
 - (1) one QFF point earned for each \$2 of Qualifying Sales; Kyocera reserves the right to alter this QFF points: Qualifying Sales ratio from time to time, in its sole discretion.
- 3.8. QFF Points will be allocated into a nominated QFF account based on the total value of all qualifying products purchased from a Nominated Distributor within a calendar month. Qualifying products (**“Qualifying Products”**) include hardware and hardware accessories products only. There is no QFF point allocation for consumables, parts or warranties.

QFF points will be allocated into the nominated QFF account once per month.

4. Making a Claim

- 4.1. Distributors and dealers will have points credited to their QFF Membership based on Kyocera’s record of their ‘sell-in’, ‘shipped’ purchases made by Distributors and Dealers each month.
- 4.2. Resellers or dealers buying through Kyocera’s Authorised Distribution Partners will be credited points to their QFF Membership based on the reported Kyocera sales as reported to Kyocera each month by the Distributor. Should there be any dispute about reported sales, the query should be raised with the Distributor for resolution. In the case where an error has occurred, the Distributor is to contact their associated Kyocera Account Representative to seek a correction and update the points to be allocated. Any correction required must to be raised within the month following the original points allocation.
- 4.3. Should there be any dispute regarding the corresponding points allocated to your account when the reported sales figures represented on your monthly account statement from Kyocera KyoRewards, you should send the inquiry to marketing@dau.kyocera.com
- 4.4. While you do not need this information for points to be credited to your QFF Membership, you should ensure that you retain all necessary proof relating to the sale of the Product that is submitted for claim should a query arise. This must include at least the following items:
 - The model and serial number of the Product; and
 - A copy of the invoice relating to the sale of the Product
- 4.5. Kyocera reserves the right to withhold QFF points should the accuracy of any sales data be in dispute or cannot be substantiated by you.
- 4.6. Any dispute concerning the validity of a claim will be investigated by a senior manager of Kyocera whose decision will be final and binding.
- 4.7. Any early, incorrect or false claims or claims made on sales of Products executed by any other Program member may result in your suspension or termination from the Program and may have further and serious legal consequences.

5. Account Validity

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- 5.1. If a business trading account is not maintained within the agreed payment terms, Kyocera reserves the right to withhold reward points payable to members of that business and their account for this Program will be suspended. Reactivation will only proceed when the business trading account is rectified and is within agreed terms.
- 5.2. If a Dealer, Distributor or Reseller trading account is marked as 'No New Business' (put on hold) by Kyocera, Kyocera reserves the right to withhold reward points payable to members of that business and their account for this program will be suspended immediately. Individuals must request in writing to reactivate their account.
- 5.3. If a Dealer, Distributor or Reseller trading account is marked as 'Inactive' (terminated) by Kyocera, Kyocera reserves the right to withhold reward points payable to members of that business and their account for this program will be terminated immediately. Individuals must re-apply for membership to participate in the program.

6. Termination or Suspension

- 6.1. Kyocera reserves the right to disallow, terminate and/or suspend memberships of the Program by written notice at its discretion. Other than items mentioned in 6.2, termination will result in the cancellation of the members account within 30 days of written notification being issued to the member. Any remaining QFF points still available in the Program that have not been transferred to your QFF membership account on the date of termination will be cancelled or forfeited immediately. You acknowledge that after reward points have been approved by Kyocera, the reward points are allocated to your QFF account only once each month by Qantas. If your membership of the Program is terminated before the reward points are allocated to your QFF account, the QFF points will be cancelled or forfeited as at the date of termination.
- 6.2. Termination or suspension of membership from the Program will take effect immediately if; a member has committed a material breach of any of the terms and conditions, the members place of employment (the business trading account) is not maintained within agreed payment terms or marked as 'No New Business' or Inactive'.
- 6.3. If at any time you no longer wish to accept these rules or wish to terminate your participation in the Program you should notify Kyocera in writing or via email at marketing@dau.kyocera.com.
- 6.4. Kyocera may terminate or suspend the Program at any time. Members shall have 30 days from the cancellation or suspension date as specified in the written notification to submit any claims except where Kyocera ceases to operate as a business in which case the Program will cease immediately. Any claims pending approval will be cancelled on the specified cancellation or suspension date.
- 6.5. You acknowledge that you have read and are aware of the rights of Qantas to terminate or suspend the QFF program as detailed in the QFF Terms and Conditions and the rights of Qantas to suspend or terminate membership from the QFF program as detailed in the QFF Terms and Conditions.

7. Additional Charges and Fees

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- 7.1. Subject to all applicable laws relevant to each member, members agree to pay all taxes, duties or levies on the payment of any rewards made to the member including any fringe benefits tax or related charges that may be payable by the member, the members employer or Kyocera in relation to any rewards received through the members participation in the Program, whether or not they were applicable at the time of joining the Program.
- 7.2. You acknowledge that any accidental overpayments or credit granted in excess of the net entitlements you have obtained by your participation in the Program can be debited by Kyocera against any future reward payments obtained by you and must be repaid by you on demand.

8. Liability

- 8.1. To the maximum extent permitted by law, Kyocera excludes all implied warranties, conditions and representations in relation to the provision of goods and services under the Program. If any condition, representation or warranty is implied into the Program under the *Competition and Consumer Act 2010 (Cth)* or any equivalent State or Territory legislation and cannot be excluded, the liability of Kyocera for a breach of the condition, representation or warranty will be limited as determined by Kyocera in its absolute discretion to:
 - a) In the case of goods any one or more of the following;
 - i. The replacement of the goods or the supply of equivalent goods; or
 - ii. The payment of the cost of replacing the goods or of acquiring equivalent goods; and
 - b) In the case of services:
 - i. The supplying of the services again; or
 - ii. The payment of the cost of having the services supplied again.
- 8.2. Subject to clause 8.1 above, and to the maximum extent permitted by Law, neither Kyocera nor its subsidiaries will be liable for any loss, damage (including but not limited to indirect or consequential loss) or injury (including personal injury) suffered or sustained by a member as a result of participation in the Program or the acceptance and reception of incentives under the Program.
- 8.3. You acknowledge and agree that membership of the Program and any air travel undertaken as a result of participation in the Program is subject to the Rules and Terms and Conditions of the Program, the QFF program and the Qantas Conditions of Carriage as amended from time to time. Kyocera will not be liable to you in any manner for any claim arising in connection with any air travel undertaken by you.
- 8.4. You acknowledge and agree that it is a matter between you and Qantas if QFF reward points are not allocated correctly to you and this matter is subject to the **QFF Terms and Conditions**.
- 8.5. Members of the Program are responsible for ensuring compliance with their taxation obligations and should consult a taxation adviser prior to entering this Program.

9. Waiver

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- 9.1. Any failure of Kyocera to enforce or exercise its rights under the terms and conditions of the Program shall not constitute a waiver of such rights and shall not prevent it from subsequently enforcing or exercising any such rights.

10. Contacts

- 10.1. For more general information regarding the Program, please refer to the FAQ's section on this website.
- 10.2. For further information regarding the Program or its rules, please contact marketing@dau.kyocera.com.

KyoRewards Program
Owned and Operated by Kyocera Document Solutions Australia Pty Ltd (ABN: 77 003 852 444)
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