

## Kyocera Rewards Hub Terms and Conditions - Australia

By applying for and participating in the Kyocera Rewards Hub, you agree to these terms and conditions:

1. The Kyocera Rewards Hub is operated by Kyocera Document Solutions Australia Pty Ltd ('Kyocera'), Level 3, 1 Epping Road, North Ryde NSW 2113 (A.B.N. 77 003 852 444).
2. All Kyocera approved Silver, Gold, and Platinum Premium Partner Program (PPP) resellers that purchase through an authorised Kyocera Distributor in Australia ('Channel Partners') may apply to Kyocera to be a member of the Kyocera Rewards Hub. One Kyocera Rewards Hub membership is available per Channel Partner ABN.
3. To join the Kyocera Rewards Hub, the Channel Partner agrees to provide the required information by following the link below.  
<https://www.kyoceradocumentsolutions.com.au/about-us/partners-benefits/kyocera-rewards-hub>.  
Each Channel Partner must nominate an officer or employee of the Channel Partner ('Participant'). Participants must be at least 18 years of age. Eligibility for membership will be determined by Kyocera in its sole discretion.
4. By joining the Kyocera Rewards Hub, Channel Partners can earn 10 Kyocera Rewards Points for every \$100 they spend (rounded to the nearest \$100) on all Kyocera printers, devices and accessories purchased from an authorised Kyocera Distributor ('Eligible Items'). Purchases of consumables, parts or warranties do not accrue Kyocera Rewards Points.
5. How Kyocera Rewards Points are allocated:
  - a. The Channel Partner will commence accruing Kyocera Rewards Points with each purchase of an Eligible Item after Kyocera approves the Channel Partner's Kyocera Rewards Hub membership application.
  - b. Resellers who purchase through an authorised Kyocera Distributor will be awarded Kyocera Rewards Points based on the reports provided to Kyocera each month by the Distributor. Channel Partners will be able to view their points balance by accessing the Kyocera Rewards Hub portal. Instructions on how to access the portal will be provided post registration. Processing times for Kyocera Rewards Points can be up to 2 months from the time Kyocera receives the monthly sales reports from Kyocera's Authorised Distributors
  - c. The Channel Partner will be allotted ten (10) Kyocera Rewards Point per one hundred dollars spent on Eligible Items (rounded to the nearest \$100).
  - d. Kyocera will upload accrued Kyocera Rewards Points to the Kyocera Rewards Hub portal after the end of each calendar month, based on Channel Partner's spend for the month.
  - e. The Channel Partner may request any correction of Kyocera Rewards Points allocated within 30 days of such allocation.
  - f. Kyocera may notify the Channel Partner by email if there is any delay in allocation of Kyocera Rewards Points due to unforeseen circumstances.

- g. In the event of over allocation of Kyocera Rewards Points to the Channel Partner, Kyocera may offset such additional Kyocera Rewards Points against any future Kyocera Rewards Points accrued by the Channel Partner.
  - h. Any unclaimed Kyocera Rewards Points expire 12 months after their accrual month, i.e. unclaimed points accrued in January will expire in February of the following year.
  - i. Kyocera reserves the right to, acting reasonably, withhold Kyocera Rewards Points until any issues are resolved.
- 6. If an Eligible Item is refunded in accordance with the terms and conditions of the purchase (other than under warranty), Kyocera reserves the right to reclaim or subtract Kyocera Rewards Points from the Channel Partner or offset Kyocera Rewards Points from the next purchase of an Eligible Item. For avoidance of doubt, this clause does not limit or affect the Channel Partner's rights with regards to warranties on items either from the manufacturer or by legislation.
- 7. Kyocera Rewards Hub members may terminate their membership at any time by giving 10 business days' notice in writing or via email at [marketing@dau.kyocera.com](mailto:marketing@dau.kyocera.com).
- 8. Subject to applicable laws, the Channel Partner agrees to pay all taxes, duties or levies (including any fringe benefits tax or related charges) that may be payable by the Channel Partner, Participant or Kyocera in connection with participation in Kyocera Rewards Hub, whether or not they were reasonably foreseeable at the time of joining the Kyocera Rewards Hub.
- 9. To the maximum extent permitted by law, the Channel Partner and Participant indemnify Kyocera Document Solutions Australia Pty Ltd, its officers, employees and contractors from and against any claims, loss, costs in connection with the Participant's or Channel Partner's (as applicable) participation in the Kyocera Rewards Hub, including for income tax, fringe benefits tax or any other taxes or duties.
- 10. Except for any liability that cannot by law be excluded, Kyocera is not responsible for and excludes all liability (including negligence) for any loss or damage arising from:
  - a. Any delay in supply.
  - b. Any incorrect inaccurate or incomplete details provided by Channel Partner or Participant to Kyocera.
  - c. Any lost or deleted Kyocera Rewards Points.
  - d. Any interruption of service (including web service) that may interfere with the ability to participate in the Kyocera Rewards Hub.
  - e. Any taxes, however arising from, or in connection with a Participant's or Channel Partner's participation in the Kyocera Rewards Hub.
  - f. These Terms and Conditions.
  - g. Kyocera's Website and a person's use of it, including any loss or corruption of data.
- 11. Nothing in these Terms and Conditions limits, excludes, or modifies, or purports to limit, exclude or modify the statutory consumer guarantees provided under the Competition and Consumer Act 2010 (Cth) (Australia), nor any other implied warranties under

consumer protection laws in the States and Territories of Australia.

12. Each Kyocera Rewards Hub member and Participant acknowledges that a further purpose for collection of personal information by Kyocera is to facilitate the provision of this Kyocera Rewards Hub membership and further to gain a better understanding of the Channel Partner and Participant's requirements for Kyocera to provide the Channel Partner and Participant with special offers, marketing and promotional information. You can opt out of any marketing communications at any time by unsubscribing or emailing us and your request will be actioned immediately.
13. Kyocera reserves the right at any time, to modify, cancel, suspend, or terminate without notice:
  - a. These Terms and Conditions.
  - b. Aspects of this Kyocera Rewards Hub (including but not limited to accrual rate of Kyocera Rewards Points).
  - c. A Channel Partner's membership to the Kyocera Rewards Hub.

Kyocera Rewards Points will stop accruing during any suspension or on termination and only those Kyocera Rewards Points already earned will be allotted to the Channel Partner.

14. The failure by Kyocera to exercise or enforce any right or provision under these Terms and Conditions does not constitute a waiver of such right or provision.
15. The reference to dollar in this Terms and Conditions means Australian dollar if the purchase of Eligible Item in Australia.
16. By accessing the Kyocera website you indicate your acknowledgment and acceptance of Kyocera Website Terms of use:  
<https://www.kyoceradocumentsolutions.com.au/legal-centre/terms-of-use>.
17. Kyocera values the privacy of an individual's personal information. In accordance with its Privacy Policy Kyocera will take all reasonable steps to protect the information it collects, stores, uses and discloses about all individuals who provide personal information to Kyocera. Kyocera's Privacy Policy can be accessed via  
<https://www.kyoceradocumentsolutions.com.au/legal-centre/privacy-policy-au>.

Questions, concerns, or feedback about privacy can be directed to Kyocera's Privacy Officer by mailing Kyocera Document Solutions Australia Pty Ltd ('Kyocera'), Level 3, 1 Epping Road, North Ryde NSW 2113; [emailingprivacy@dau.kyocera.com](mailto:emailingprivacy@dau.kyocera.com) ; or by calling +612 9888 9999.

18. These Terms and Conditions are governed by the laws of New South Wales, and the exclusive jurisdiction of the Courts of New South Wales applies.