

Kyocera Rewards Club Terms and Conditions - Australia and New Zealand

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

1. The Kyocera Rewards Club is operated by Kyocera Document Solutions Australia Pty Ltd ('Kyocera'), Level 3, 6-10 Talavera Road, North Ryde NSW 2113 (A.B.N. 77 003 852 444), trading in New Zealand as Kyocera Document Solutions New Zealand.
2. All Kyocera authorised distributors, dealers, resuppliers, system integrators, wholesale MPS partners and approved Premium Partner Program (PPP) resellers that purchase through an authorised Kyocera Distributor or directly from Kyocera in Australia or New Zealand ('Channel Partners') may apply to Kyocera to be a member of the Kyocera Rewards Club ('Club'). One Kyocera Rewards Club membership is available per Channel Partner ABN or NZBN (as applicable).
3. To join the Kyocera Rewards Club, the Channel Partner agrees to provide the following information at the following link: <https://www.kyoceradocumentsolutions.com.au/about-us/partners-benefits/kyocera-rewards-club>. Eligibility for membership will be determined by Kyocera in its sole discretion.
4. By joining the Kyocera Rewards Club, Channel Partners can earn one (1) Kyocera Rewards Point for each dollar spent on all Kyocera printers, devices and accessories purchased from an authorised Kyocera Distributor or directly from Kyocera in Australia or New Zealand ('Eligible Items'). Purchases of consumables, parts or warranties do not accrue Kyocera Rewards Points.
5. Kyocera Rewards Points can be converted into Qantas Frequent Flyer (QFF) points ('QFF Points'). To be eligible to convert Kyocera Rewards Points to QFF Points, each Channel Partner must nominate an officer or employee of the Channel Partner who is a current member of the QFF Program ('Participant'). Participants must be at least 18 years of age. Kyocera Rewards Club membership is only available to individual members of the QFF Program. Kyocera Rewards Club membership is not available to companies, trusts or partnerships members of the QFF Program.
6. How 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 Club membership application, and eligible QFF membership details are provided to Kyocera.
 - b. At the end of each calendar month, a Channel Partner will receive a statement with QFF Points allocated to the Channel Partner for that month. Resellers who purchase through Kyocera's Authorised Distribution Partners will be awarded Kyocera Rewards Points based on the reports provided to Kyocera each month by the Distributor.
 - c. The Channel Partner will be allotted one (1) Kyocera Rewards Point per dollar spent on Eligible Items.
 - d. Kyocera will convert two (2) Kyocera Rewards Points to one (1) QFF Point.
 - e. Kyocera will allot accrued QFF Points to the nominated QFF membership member number provided by the Channel Partner after the end of each calendar month, based on the number of Kyocera Rewards Points;
 - f. The Channel Partner may request any correction of Kyocera Rewards Points allocated within 30 days of such allocation.
 - g. Kyocera may notify the Channel Partner by email if there is any delay in allocation of QFF Points due to unforeseen circumstances.
 - h. 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.
 - i. Kyocera reserves the right to, acting reasonably, withhold Kyocera Rewards Points until any issues are resolved.
7. 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.
8. Kyocera Rewards Club members may terminate their membership at any time by giving 10 business days' notice in writing or via email at marketing@dau.kyocera.com.
9. The Channel Partner acknowledges and agrees (and on behalf of the Participant agrees) that the QFF Program is subject to its relevant terms and conditions and they apply in addition to these Kyocera Rewards Club Terms and Conditions. It is the Channel Partner and Participant's responsibility to inform themselves about all QFF terms and conditions before and during their participation of the Kyocera Rewards Club.
10. 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 Kyocera Rewards Club member, Participant or Kyocera in connection with members participation in the Club, whether or not they were reasonably foreseeable at the time of joining the Kyocera Rewards Club.
11. 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 Club, including for income tax, fringe benefits tax or any other taxes or duties.

12. 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 whether direct, indirect, special or consequential including any loss arising from:
 - a. any delay in supply.
 - b. any incorrect inaccurate or incomplete details provided by Channel Partner or member to Kyocera, including name or QFF membership number.
 - 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 Club.
 - e. any taxes, however arising from, or in connection with a Participant's or Channel Partner's participation in the Kyocera Rewards Club.
 - f. these Terms and Conditions, and any third party terms and conditions.
 - g. Kyocera's Website and a person's use of it, including any loss or corruption of data.
13. 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) or the Consumer Guarantees Act 1993 (New Zealand), nor any other implied warranties under consumer protection laws in the States and Territories of Australia, or in New Zealand.
14. Each Kyocera Rewards Club member and Participant acknowledges that a further purpose for collection of the Kyocera Rewards Club member's or Participant's personal information by Kyocera is to facilitate the provision of this 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.
15. 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 Club (including but not limited to conversion to QFF points).
 - c. a participant's or Channel Partner's membership to the Kyocera Rewards Club.
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.
16. 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.
17. The reference to dollar in this Terms and Conditions means Australian dollar if the purchase of Eligible Item in Australia, and New Zealand dollars if the purchase is in New Zealand.
18. By accessing the Kyocera website you indicate your acknowledgment and acceptance of Kyocera Website Terms of use: <https://www.kyoceradocumentsolutions.com.au/legal/Pages/TermsOfUse.aspx>.
19. 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/Pages/PrivacyAU.aspx> (for both Australia and New Zealand) or upon request. Questions, concerns, or feedback about privacy can be directed to Kyocera's Privacy Officer by mailing Kyocera Document Solutions Australia Pty Ltd, Level 3, 6-10 Talavera Road, North Ryde, NSW 2113; emailing privacy@dau.kyocera.com; or by calling +612 9888 9999.
20. These Terms and Conditions are governed by the laws of New South Wales or New Zealand respectively, and the exclusive jurisdiction of the Courts of New South Wales or New Zealand respectively, applies.