

'Reward Yourself With Kyocera' Direct to End User Promotion Terms and Conditions AU & NZ

Terms and Conditions

1. The promoter is KYOCERA Document Solutions Australia Pty Ltd, Level 3, 6-10 Talavera Road, North Ryde NSW 2113 (ABN 77 003 852 444) and Kyocera Document Solutions Australia Pty Ltd trades in New Zealand under the name Kyocera Document Solutions New Zealand (**Kyocera**).
2. The promotion is called the "**Reward Yourself With Kyocera**" (**Promotion**).
3. By providing Kyocera with the relevant information to participate in this Promotion, the Eligible Customer agrees to be bound by these Terms and Conditions.
4. The Promotion is available from 9am AEST 1 April 2021 to 5pm AEST 30 June 2021 or while stock lasts, whichever occurs first in time (**Promotion Period**). Redemption will be open from 9am AEST 1 April 2021 to 5pm AEST 31 July 2021 (**Redemption Period**).
5. The Promotion is available only to Australian and New Zealand persons or entities with a current and registered Australian Business Number (ABN) or New Zealand Business Number (NZBN), who Purchase Eligible Devices during the Promotion Period in accordance with these Terms and Conditions (**Eligible Customer**).
6. The following persons are **not an Eligible Customer** in this Promotion:
 - (a) Employees of Kyocera (or any of its related bodies corporate) and their immediate families and in this Terms and Conditions, immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, sister, brother, step-sister, step-brother or first cousin;
 - (b) all current Kyocera sales agents, dealers, system integrators, resuppliers and wholesale MPS partner, resellers;
 - (c) government and major account customers;
 - (d) customers who have purchased the Kyocera Premier Print Service.
7. In this Promotion, 'Purchase' means the purchase, rental or lease of Eligible Devices, where Eligible Devices have been ordered received during the Promotion Period.
8. The Promotion is valid only for Purchases of TASKalfa 2554ci, TASKalfa 3554ci, TASKalfa 4053ci, TASKalfa 5053ci and TASKalfa 6053ci (**Eligible Devices**). Ex-demo, refurbished and second hand TASKalfa devices are not Eligible Devices in this Promotion.
9. Each Eligible Customer may only redeem a **maximum of four (4) Eligible Devices** per valid and current and registered ABN or NZBN during the Promotion Period, and up to a maximum of \$3,600 worth of gift card per Eligible Customer.
10. The Promotion is an offer of gift card amounts indicated in the table below for each corresponding Eligible Devices:

Eligible Devices	Gift Card amount
TASKalfa 2554ci	\$300
TASKalfa 3554ci	\$300
TASKalfa 4053ci	\$450
TASKalfa 5053ci	\$800
TASKalfa 6053ci	\$900

('Gift Card')

11. For Eligible Customer who purchased an Eligible Devices within the Promotion Period with a current and registered ABN:
 - (a) Gift Card amounts are issued in Australian dollars; and
 - (b) in the form of Only 1 Virtual Visa Gift Card via Corporate Card Store which is owned and operated by Blackhawk Network (Australia) Pty Ltd (ABN 84 123 251 703); and
 - (c) The Only 1 Virtual Visa Gift Card are subject to:
 - (i) terms and conditions of the operator located at <https://www.corporatecardstore.com.au/GroupBuyTerms>; and
 - (ii) terms and conditions issued by the issuer of those cards Indue Ltd ABN 97 087 822 464 including the terms and conditions concerning the Gift Card (including any complaints about the card or service) located at: <https://www.only1visagiftcard.com.au/TermsAndConditions/Index>, (together "**Third Party Terms**")

By signing or using Only 1 Virtual Visa Gift Card, the user and/or Eligible Customer agrees to be bound by those Third Party Terms. It is the user and/or Eligible Customer responsibility to inform themselves on the Third Party Terms before participating in this Promotion and Kyocera has no liability in respect of the Third Party Terms.
12. For Eligible Customer who purchased an Eligible Devices within the Promotion Period with a current and registered NZBN:
 - (i) Gift Card amounts are issued in New Zealand dollars; and
 - (ii) by **Prezzy Cards** are issued by Oxygen Global NZ Limited ('Prezzy Gift Card'). The Prezzy Gift Cards are subject to terms and conditions issued by the issuer of the cards, including the terms and conditions concerning the expiry date of the Prezzy Gift Card. Please check their terms and conditions at <https://www.prezzycard.co.nz/terms-conditions/>. By signing or using Prezzy Cards, the user and/or Eligible Customer agrees to be bound by those their terms and conditions. It is the user and/or Eligible Customer's responsibility to inform themselves on these terms before participating in this Promotion and Kyocera has no liability in respect of those terms.
13. Gift Cards can only be redeemed via online redemption. To redeem a Gift Card, an Eligible Customer must, prior to the conclusion of the Redemption Period:
 - (a) Purchase at least one (1) of the Eligible Devices within the Promotion Period;
 - (b) during the Redemption Period complete (and submit) the Redemption Page located at: www.kyoceradocumentsolutions.com.au/reward-yourself;
 - (c) only redeem once per Eligible Device (with a serial number);
 - (d) provide to Kyocera via the Redemption Page requested details including, first and last name, entity name, ABN and NZBN (ABN and NZBN on the Redemption Form and receipt must be the same) contact phone number, nominated email address (must be an individual email address and cannot be a group mail box, generic or jointly monitored email address), street address, Eligible Devices model and serial number, and Purchase date; and
 - (e) attach customer agreement (otherwise, attach a copy of invoice and confirmation of receipt of goods) of the Eligible Devices made during the Promotion Period.

14. Gift Card amounts are GST inclusive.
15. Gift Cards are not transferable, assignable or exchangeable for other goods or services.
16. Kyocera will assess each redemption, validate the information provided and determine (in its sole discretion) the eligibility of the redemption. Inaccurate, incomplete, indecipherable or illegible information provided will be deemed invalid. If the redemption is accepted by Kyocera under this Promotion it becomes a 'Valid Claim'. Kyocera's decision on validity of claim is final, and no correspondence will be entered into in relation to that decision.
17. Kyocera will endeavour to send the Gift Cards, to the Eligible Customer Valid Claim, within 6 weeks from the end of the Redemption Period. Kyocera may notify the Eligible Customer of a Valid Claim by email if there is any delay in issuing the Gift Cards due to unforeseen circumstances.
18. Kyocera will collate all Valid Claims made and:
 - (a) The 'Only 1 Virtual Visa Gift Card' will be issued to the email address and contact details provided on the Redemption Page; and
 - (b) Prezzly Gift Cards will be dispatched to the delivery address and contact provided on the Redemption Page.Kyocera reiterates the importance that the information provided via the Redemption Page (especially email address provided) is accurate.
19. To the maximum extent permitted under applicable law, Kyocera will not be responsible or liable for any loss or damage (whether foreseeable or not) for:
 - (a) any lost, misdirected, stolen or deleted Gift Cards;
 - (b) any incorrect, inaccurate or incomplete information provided to Kyocera (including incorrect or invalid email addresses);
 - (c) inability to provide web services for Redemption;
 - (d) any interruption of service (including web service) that may interfere with the ability to participate in this Promotion;
 - (e) any error, malfunction, malware or any failure of any networks, servers, computer hardware or software, including any loss or damage to any person's device in connection with participating in this Promotion, including accessing the Kyocera website and any third party links contained within it;
 - (f) any cost in relation to accessing the Kyocera's website for the purpose participating in this Promotion or any delay in providing the Gift Card; and
 - (g) any costs or taxes arising from, or in connection with receipt of the Gift Card.
20. Subject to the terms and conditions of purchase of any Eligible Devices, if an item purchased under this Promotion is eligible for a refund under this Terms and Conditions:
 - (a) Kyocera reserves the right to reclaim the Gift Card from any Eligible Customer, if an Eligible Devices is returned after the Gift Card has been redeemed (other than for warranty reasons); and
 - (b) the Eligible Customer agrees to reimburse Kyocera the total value of the Gift Card if the Eligible Devices are refunded. Alternatively, if the Eligible Devices was bought from Kyocera directly, it may, at its discretion, choose to offset the Gift Card amount, from any amount to be refunded.For avoidance of doubt, this clause does not limit or affect the Eligible Customer's rights with regards to warranties on the Eligible Devices either from the manufacturer or by legislation.
21. The Promotion is not available in conjunction with any other promotions or offers. Price protection is not available.
22. Promotion subject to stock availability.
23. Eligibility will be determined by Kyocera in its complete discretion. Kyocera reserves the right to make all final decisions relating to the Promotion. 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.
24. Kyocera reserves the right at any time, to modify, cancel, suspend or terminate part or all of the Promotion, without notice.
25. While Kyocera endeavours to ensure the accuracy of the content published in relation to the Promotion, Kyocera shall not be responsible for any errors or omissions
26. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Australia) or the *Consumer Guarantees Act 1993* (New Zealand), or any other implied warranties or consumer protection laws in the States and Territories of Australia or in New Zealand.
27. 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 any delay in supply, or any tax liability incurred by a Eligible Customer arising in connection with the Promotion, Gift Cards, these Terms and Conditions, any third party terms and conditions, our Website and a person's use of it, including any loss or corruption of data, interference with or damage to a person's computer or any interruption, delay or failure in our website.
28. 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.
29. Each participating customer (whether Eligible Customer or not) acknowledges that a further purpose for collection of the Eligible Customer's personal information by Kyocera for this Promotion is to enable Kyocera facilitate the provision of Gift Card (if such redemption is deemed valid by Kyocera) and further to gain a better understanding of the Eligible Customer's requirements for Kyocera to provide the Eligible Customer with special offers 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.
30. 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>.
31. These Terms and Conditions are governed by the laws of New South Wales or New Zealand respectively (as applicable), and the exclusive jurisdiction of the Courts of New South Wales or New Zealand respectively, applies.