

Gunz Rewards Program Terms and Conditions

The Gunz Rewards Program ("Program") is governed by the terms and conditions outlined in this document ("**Terms and Conditions**").

- A.** Gunz Dental Pty Ltd, ABN 27 111 262 205 of Unit 3-4, 26-34 Dunning Avenue Rosebery NSW 2015 ("**GUNZ DENTAL**") operates and administers the Gunz Rewards Program ("**Program**").
- B.** Under the Program, Customers may nominate eligible individuals to earn Points as a result of purchases of certain goods by Customers from GUNZ DENTAL.
- C.** A nominated eligible individual, who is or becomes a Qantas Frequent Flyer member and who is eligible to be credited with Points under the Program, becomes a Member and Points from the purchase of certain Eligible Products (specified below) can be credited to the Member's Qantas Frequent Flyer account.
- D.** Each Customer who participates in the Program and each Member who is enrolled in the Program, agree to be bound and to comply with these Terms and Conditions.

1. Definitions

In these Terms and Conditions, unless the context otherwise requires:

- **Customer** means an eligible dentist or dental practice customer of a GUNZ DENTAL as described in **clause 2**, who has enrolled in the Program and who may nominate a Member to be enrolled in the Program.
- **Eligible Products** means purchases of dental equipment and dental consumable products excluding those products set out at **clause 10**, in Australia by the Customer from GUNZ DENTAL.
- **Eligible Person** means an individual, who is either the Customer or an officer, employee or contractor of Customer.
- **Member** means an Eligible Person who has been nominated by the Customer and accepted by GUNZ DENTAL and is eligible to be credited with Points through the Program.
- **Member's Account** means the Member's Qantas Frequent Flyer account administered by Qantas to which Points are credited.
- **Points** means the Qantas Frequent Flyer points that are credited to the Member's Account as a result of the purchase of Eligible Products through participation in the Program.
- **Program** means the Gunz Rewards Program operated by GUNZ DENTAL which is described in these Terms and Conditions.
- **Qantas** means Qantas Airways Limited ABN 16 009 661 901 of the Qantas Centre, 203 Coward Street, Mascot, New South Wales 2020 and **Qantas Group Company** means Qantas or any related body corporate (as that term is defined in the Corporations Act 2001 (Cth)).
- **Qantas Frequent Flyer** means the Qantas Frequent Flyer program which is operated by a Qantas Group Company.

2. Eligible Participants

Participation in the Program is by application. Each eligible dentist and dental practice principal practicing in Australia that is a customer of GUNZ DENTAL and has an account with GUNZ DENTAL and who does not fall within the list of excluded customers set out at **clause 11** may apply to enroll in the Program. If the application is accepted, that eligible dentist and dental practice (now known as a Customer) may nominate one Eligible Person to be eligible to be credited with Points in connection with the Program (subsequently known as a Member once GUNZ DENTAL accepts the application for the Eligible Person).

3. Enrolment

Enrolment of the Customer and the Eligible Person (as a Member) may only be completed by forwarding an Enrolment Form to the address as indicated on the form.

If you do not have an Enrolment Form please contact GUNZ DENTAL and one will be sent to you (see "Contact Us" at www.gunz.com.au) or can be downloaded from the GUNZ DENTAL website.

By enrolling in the Program the Customer and the Member agree **without reservation** to be bound by these Terms and Conditions.

Membership and Points accrual for the Program commences when GUNZ DENTAL is supplied or provided a completed Application Form containing a valid Qantas Frequent Flyer number and when this number is entered into the GUNZ DENTAL system. This may take up to two weeks.

4. Fees

There are no fees for participation in the Program.

5. Accrual of Points

Points will be accrued under the Program at the rate of 1 Point per Australian dollar of purchases of Eligible Products (excluding GST and freight) completed by the Customer. Points will only accrue in respect of purchases of Eligible Products that have been paid for by the Customer in accordance with the payment terms offered by the GUNZ DENTAL (in accordance with GUNZ DENTAL's standard Terms and Conditions as outlined in Payment Terms and Conditions as advised at Account Application).

Points will be automatically transferred to the Member's Account on or around thirty (30) days following the invoice payment due date.

Eligible Persons will not be entitled to be credited with Points where extended payment terms have been granted in respect of an purchase of Eligible Products.

6. Notice of Accumulated Points

A Member can check how many Points have been credited to their Member Account through the Program by logging into their Member Account online at qantas.com/frequentflyer. Alternatively, details of accumulated Points can be obtained from GUNZ DENTAL Customer Service on 02 9935 6677

7. Qantas Frequent Flyer Points

A Member may only be an individual and must be a member of the Qantas Frequent Flyer program to be credited with Points. A joining fee applies. Qantas Frequent Flyer membership and Points are subject to the Terms and Conditions of the Qantas Frequent Flyer program which can be found at qantas.com/frequentflyer. The Member may only earn Points through the Program in accordance with these Terms and Conditions as and as result of purchases of Eligible Products by a Customer. Points will only be credited to the Member's

Account. Once Points are transferred to the Member's Account, the Points are governed by the terms and conditions of the Qantas Frequent Flyer program.

Once Points have been credited to a Member's Account, Points may be redeemed in the Qantas Frequent Flyer program in accordance with and subject to the Qantas Frequent Flyer Terms and Conditions. Qantas Frequent Flyer points do not have a monetary value and cannot be converted to money. They cannot be sold, transferred or exchanged other than in accordance with the Qantas Frequent Flyer Terms and Conditions.

Redemption of Points for Qantas Frequent Flyer Award travel is subject to capacity controls and availability is limited. Some flights may not have Award flight seats available. Surcharges, fees and taxes are payable in addition to the Qantas Frequent Flyer points required for Award travel, are subject to change and are quoted at the time of making the flight booking. The Qantas Frequent Flyer program terms and the Qantas Conditions of Carriage apply to any air travel undertaken by the Member as a result of participation in the Qantas Frequent Flyer program.

Members consent to Qantas (and its service providers) and GUNZ DENTAL exchanging his or her personal details (including Qantas Frequent Flyer membership details) for the purposes of administering and operating, and of providing the Members with benefits under and subject to these Terms and Conditions and the [Qantas Frequent Flyer program Terms and Conditions](#) [LINK to qantas.com/frequentflyer].

See qantas.com/frequentflyer for more detail on the Qantas Frequent Flyer program.

8. Liability

GUNZ DENTAL does not warrant the performance by Qantas of the terms and conditions of the Qantas Frequent Flyer program, or the provision of any benefits which may be available under that program. All Award travel undertaken by any Member will be at that Members own risk.

Qantas Frequent Flyer members are liable for any taxation implications relating to their participation in the Qantas Frequent Flyer program. It is recommended that Customers and Members consult a taxation adviser in relation to any taxation implications related to membership of the Qantas Frequent Flyer program or the Program.

9. General

Fraud and abuse relating to the earning of Points in the Program or may result in forfeiture of any accrued Points and cancellation of enrolment of the Customer and the Member.

In all matters relating to the interpretation of any rule or condition of the Program, GUNZ DENTAL will be the sole arbiter. Decisions made by GUNZ DENTAL in their capacity as sole arbiter shall be final.

Failure by GUNZ DENTAL to enforce a particular term or condition does not constitute a waiver of any terms or condition.

Liability for any taxes imposed on any reward received in the Program shall be the sole responsibility of the Customer and the Member.

If the account nominates the awarding of Points to an employee or contractor and that employee or contractor resigns or is terminated it is the obligation of the Customer to inform GUNZ DENTAL of new Member.

Points are not accrued on the GST component and freight component of an Eligible Purchase.

No Points will be awarded if GUNZ DENTAL's payment terms are breached. This relates to all Gunz Equipment, Clinical and Specialty orders. Gunz payment terms are thirty days from end of month

10. Eligible Products

Ineligible Products:

- Alloys
- Ineligible products may vary at GUNZ DENTAL's discretion and will be advised in writing to the member with 90 days notice

11. Exclusions - Enrolment in the Program

No Points will be awarded if GUNZ DENTAL's payment terms are breached. This relates to all Gunz Equipment, Clinical and Specialty orders.

Enrolment in the Program as a Customer is not available to:

- Government and Semi-Government Authorities
- Multi-practice Accounts under a corporate umbrella
- Not for Profit organisations
- Healthcare Funds
- Customers at GUNZ DENTAL's discretion such customers will be advised in writing by GUNZ DENTAL.

12. Privacy

Each Eligible Person nominated as a Member consents to Gunz and Qantas (and its service providers) exchanging, using, disclosing and collecting Eligible Person personal information (including name, address, DOB and Qantas Frequent Flyer membership number) for the purpose of administering and operating the Qantas Frequent Flyer program and Qantas Frequent Flyer and allowing each Member to earn Points in accordance with these Terms and Conditions and participate in Qantas Frequent Flyer.

13. Governing Laws

These Terms and Conditions are governed by the laws of New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of New South Wales, Australia.

14. Termination of Program

GUNZ DENTAL reserves the right to terminate the program at any time. Notification of termination of Program will be posted on the GUNZ DENTAL website and Customers will receive notification in writing to their nominated address. One month's notification will be given. All Points earned up to the date of termination of the Program will be transferred to the Eligible Persons QFF.

15. Changes to Terms and Conditions

GUNZ DENTAL reserves the right to changes terms conditions as GUNZ DENTAL sees fit. Notification of changes will be posted on the GUNZ DENTAL website. We believe we require separate clause for Termination and Changes to Terms and Conditions, these are two separate actions.