

**KOMATSU QANTAS LOYALTY PROGRAM REWARD SCHEME  
TERMS AND CONDITIONS  
Effective 1 April 2019 to 30 June 2019**

**1. Introduction**

1.1 These Terms and Conditions:

- (a) apply to and govern the contractual relationship between the Komatsu Australia Pty Ltd ABN 71 143 476 626 (**Komatsu Australia**) and each Member with respect to the Reward Scheme made available by the Komatsu Australia as a participant in the Qantas Business Rewards Program;
- (b) are effective as at the date specified above and may be amended from time to time; and
- (c) operate in conjunction with the Qantas Business Rewards Program Terms and Conditions (available at [www.qantasbusinessrewards.com](http://www.qantasbusinessrewards.com)) and in the event of any inconsistency or conflict the Qantas Business Rewards Program Terms and Conditions prevail.

1.2 The current Reward Scheme Terms and Conditions are available at [www.komatsu.com.au](http://www.komatsu.com.au). It is the Member's responsibility to read and understand them. Any queries regarding these Terms and Conditions should be directed to the Program Partner.

**2. Definitions**

2.1 Unless the context otherwise requires:

- (a) terms used in the Qantas Business Rewards Program Terms and Conditions and the QFF Program Terms have the same meaning in these Terms and Conditions; and
- (b) the following terms have these meanings in these Terms and Conditions.

**Eligible Products** means new:

- (i) Komatsu genuine parts;
- (ii) Komatsu utility excavators comprising the PC18MR, PC20MR, PC30MR, PC35MR, PC45MR, PC55MR, PC78UU and PC88MR models (**Utility Excavators**); and
- (iii) Blackline Breakers (sold in conjunction with a Utility Excavator),

sold by Komatsu Australia during the period from 1 April 2019 until 30 June 2019 which are delivered by 31 July 2019, excluding parts and other purchases referred to in clause 6.3.

**Reward Scheme** means, for the purposes of these Terms and Conditions, the Komatsu and Qantas Business Rewards scheme which is operated by the Program Partner.

**Terms and Conditions** means these Reward Scheme Terms and Conditions which are administered by Komatsu Australia.

2.2 In these Terms and Conditions, unless the contrary intention appears:

- (a) the singular includes the plural and vice versa; and
- (b) a reference to 'include' or 'including' means 'including but not limited to'.

### 3. **Application of Reward Scheme Terms and Conditions**

By claiming any Qantas Business Rewards Benefit under the Reward Scheme, a Member agrees to be bound by these Terms and Conditions in addition to the Qantas Business Rewards Program Terms and Conditions.

### 4. **Changes to Reward Scheme**

4.1 Subject to clause 4.2 and the Reward Scheme Terms and Conditions, Komatsu Australia may implement any changes (whether material or otherwise) to these Terms and Conditions and the Qantas Points offered in relation to Eligible Products, including changes to:

- (a) the ways in which Qantas Points are earned under the Reward Scheme;
- (b) Eligible Products; and
- (c) restrictions, conditions and eligibility to earn Qantas Points under the Reward Scheme.

4.2 Komatsu Australia will inform Members of material changes to these Terms and Conditions and where such changes will reduce the number of Qantas Points offered to Members under the Reward Scheme, when possible, give Members at least 30 days' notice.

4.3 Without limiting clause 4.1 in any way, Members will be taken to have received the notice referred to in clause 4.2 if the Komatsu Australia or Qantas Business Rewards Program notifies Members of the change by sending an email to the email address in the Membership Account.

### 5. **Termination or suspension of the Reward Scheme**

5.1 Komatsu Australia gives no undertaking as to the continuing availability of the Reward Scheme. Komatsu Australia may terminate or suspend the Reward Scheme at any time and will give at least 60 days' notice to Members of such termination or suspension, except if the Qantas Business Rewards Program ceases to operate, in which case the Reward Scheme will cease immediately.

5.2 If Komatsu Australia terminates or suspends the Reward Scheme, subject to the Qantas Business Rewards Program Terms and Conditions, Members will be able to transfer Qantas Points during the notice period, except where:

- (a) Qantas is ceasing to operate an airline business and/or has gone into liquidation, receivership or other form of administration; and/or
- (b) the Komatsu Australia ceases to operate its business and/or has one into liquidation, receivership or other form of administration,

in which case Qantas Points in Qantas Business Rewards may be cancelled without notice

### 6. **Earning Qantas Business Rewards Benefits**

6.1 Subject to the exclusions, limitations and other conditions specified in this clause 6, Komatsu Australia will award Qantas Business Rewards Benefits to Members at the applicable rate specified in the Komatsu Australia Earn Table, or in any special offer, for Eligible Products paid for by the Member for the Member's business related purposes.

6.2 No Qantas Business Rewards Benefits will be awarded if the Eligible Product is cancelled, refunded or returned.

6.3 Members are not entitled to claim Qantas Business Rewards Benefits under the Reward Scheme for:

- (a) Komatsu parts purchased or supplied under any of the following: loyalty incentive agreement; point of sale discount agreement; consignment stock agreement; rebate agreement; fixed price agreement; parts by the hour agreement (PBTH Agreement); maintenance and repair contract (MARC); preventative maintenance agreement (PM Agreement); Servicing by the hour agreement; Komplimentary Maintenance Agreement; global supply agreement for the purchase of earthmoving machinery parts (including a local supply agreement that is subject to a global agreement); or other arrangement (or combination of the above) providing for

discounted pricing;

- (b) purchases of new or used earthmoving machines and attachments (including buckets, hydraulic hammers and quick hitches) from Komatsu Australia that are not included in the definition of Eligible Products;
  - (c) purchases of used or remanufactured earthmoving machinery parts; or
  - (d) purchases of any other goods and services sold by Komatsu Australia that do not fall within the definition of Eligible Products.
- 6.4 To earn Qantas Business Rewards Benefits in relation to an Eligible Product, the Member must quote its ABN and at the time of purchasing an Eligible Product and must comply with any other requirements or procedures advised by the Komatsu Australia prior to the purchase.
- 6.5 It is the responsibility of the Member to check whether a product or other activity is eligible to earn Qantas Business Rewards Benefits, and if so how many Qantas Points or which other Qantas Business Rewards Benefits will be earned, before making a purchase or undertaking the relevant activity.
- 6.6 Members must provide the Komatsu Australia on request with documented verification of the purchase of an Eligible Product. The Komatsu Australia reserves the right to deny or revoke the crediting of Qantas Points in Qantas Business Rewards at any time if the Komatsu Australia determines that Qantas Points were improperly obtained or erroneously credited to a Member's Membership Account.
- 6.7 Unless otherwise determined by Komatsu Australia, Members are not eligible to earn Qantas Points in the Reward Scheme if they:
- (a) have their principal place of business outside Australia; or
  - (b) do not hold a current trading account with Komatsu Australia.
- 6.8 Komatsu Australia may offer additional opportunities to earn Qantas Points in Qantas Business Rewards under a special promotion from time to time, in which case the terms and conditions referred to in the promotion will apply.

## **7. Crediting Qantas Points in Qantas Business Rewards**

- 7.1 Komatsu Australia will endeavour to instruct Qantas Business Rewards to credit the applicable number of Qantas Points to the Membership Account within 90 days after the purchase and payment of an Eligible Product. It is the responsibility of the Member to check that the correct number of Qantas Points has accumulated in the Membership Account.
- 7.2 Claims for the crediting of Qantas Points in Qantas Business Rewards retrospectively must be made by the Member to Komatsu Australia within 90 days after the purchase of an Eligible Product. Unless otherwise specified by Qantas Business Rewards, claims for the crediting of Qantas Points cannot be made if the Membership is not current or if the Membership Account was not active at the time the Eligible Product was purchased.

## **8. Suspension or termination of a Member or Qantas Points in Qantas Business Rewards**

- 8.1 Komatsu Australia reserves the right to terminate a Member's participation in the Reward Scheme or withhold or cancel Qantas Points claimed under the Reward Scheme if a Member or any of the Member's representatives has attempted to claim Qantas Points under the Reward Scheme to which they were not entitled.
- 8.2 Komatsu Australia and Qantas Business Rewards will not be liable for any loss or damage whatsoever suffered by any person as a result of such withholding or cancellation and the Member is responsible for ensuring that its nominated Qantas Points Recipients are notified of this.

9. **Personal Information**

- 9.1 Komatsu Australia will ensure that any collection, use or transfer of any personal information under the Reward Scheme complies with all applicable Laws in Australia including, the Australian Privacy Principles in the Privacy Amendment (Enhancing Privacy Protection) Act 2012 (Cth) and the Privacy Act 1988 (Cth).
- 9.2 Where necessary, Komatsu Australia will obtain all necessary consents in relation to the collection, use and transfer of personal information from the relevant individual.
- 9.3 Komatsu Australia's Privacy Policy is available at [www.komatsu.com.au](http://www.komatsu.com.au).

10. **Taxation Implications**

- 10.1 Komatsu Australia recommends that Members and their nominated Qantas Points Recipients consult their accountant or tax adviser to ensure that they understand possible tax (including fringe benefits tax) implications, if any, related to their earning and use of Qantas Points under the Reward Scheme.
- 11. In order to transfer Qantas Points from a Qantas Business Rewards account to an individual's Qantas Frequent Flyer account, the business account must have a balance of at least 3,000 Qantas Points. You must be a Qantas Frequent Flyer member to earn and redeem Qantas Points. A joining fee may apply. Membership and Qantas Points are subject to the Qantas Frequent Flyer program Terms and Conditions. We recommend you consult your accountant or tax adviser to ensure you understand possible tax implications, for example fringe benefits tax (if applicable)

### Komatsu Australia Earn Table

The Komatsu Australia Earn Table may vary from time to time in accordance with the Reward Scheme Terms and Conditions available at [www.komatsu.com.au](http://www.komatsu.com.au). It is the responsibility of the Member to check whether a proposed purchase is eligible to earn Qantas Points and if so, how many Qantas Points will be earned, before making a purchase.

Komatsu Australia																			
<b>Eligible Products</b>	As defined in clause 2.1																		
<b>Qantas Business Rewards Benefit Earn Rate</b>	For new Komatsu genuine parts, 1 Qantas Point per \$1 spent For new Utility Excavators, Qantas Points will be earned as follows:																		
	<table border="1"><thead><tr><th>Utility Excavator Model</th><th>Qantas Points</th></tr></thead><tbody><tr><td>PC18MR</td><td>18,000</td></tr><tr><td>PC20MR</td><td>20,000</td></tr><tr><td>PC30MR</td><td>30,000</td></tr><tr><td>PC35MR</td><td>35,000</td></tr><tr><td>PC45MR</td><td>45,000</td></tr><tr><td>PC55MR</td><td>55,000</td></tr><tr><td>PC78UU</td><td>78,000</td></tr><tr><td>PC88MR</td><td>88,000</td></tr></tbody></table>	Utility Excavator Model	Qantas Points	PC18MR	18,000	PC20MR	20,000	PC30MR	30,000	PC35MR	35,000	PC45MR	45,000	PC55MR	55,000	PC78UU	78,000	PC88MR	88,000
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For each new Blackline Breaker sold in conjunction with a Utility Excavator, 10,000 Qantas Points																			

### Disclaimer:

A business must be a Qantas Business Rewards Member to earn Qantas Points for business. A one-off joining fee of \$89.50 including GST normally applies, however this will be waived for Komatsu Australia customers. Membership and Qantas Points are subject to the [Qantas Business Rewards Terms and Conditions](#). Qantas Points for business are offered under these Terms and Conditions. Any claims in relation to Qantas Points under this offer must be made directly to Komatsu Australia. Qantas Points will be credited to the Members' Business Rewards account within 90 days of purchase and payment. Komatsu Australia customers will earn the applicable Qantas Points as set out in the Komatsu Australia Earn Table. Customers will not earn Qantas Points if they have purchased Komatsu parts and/or service purchased or supplied under a loyalty incentive agreement, point of sale discount agreement, consignment stock agreement, rebate agreement, fixed price agreement, parts by the hour agreement (PBTH Agreement), maintenance and repair contract (MARC), labour hire, preventative maintenance agreement (PM Agreement), servicing by the hour agreement, Complimentary Maintenance Agreement, global supply agreement for the purchase of earthmoving machinery parts (including a local supply agreement that is subject to a global agreement) or other arrangements (or combination of the above) providing for discounted pricing.

- 1) [com.au/pages/terms-conditions](http://com.au/pages/terms-conditions).