

## Komatsu New Zealand (a branch of Komatsu Australia Pty Ltd) – 'Aftermarket Airpoints Promotion' (Promotion)

## **Terms & Conditions:**

- (1) Receive 1 Airpoints Dollars<sup>™</sup> for every \$50 NZD spent (excluding GST and delivery) on new Komatsu genuine parts or services at any Komatsu New Zealand branch (Eligible Order) when you register your Airpoints for Business account number with Komatsu during an Eligible Order at Komatsu Airpoints<sup>™</sup> program Komatsu New Zealand (Offer).
- (2) Offer applies to Eligible Orders from 1 December 2024 until 31 March 2026 (Offer **Period**).
- (3) The Offer is only applicable to customers who have a Komatsu account number and are Airpoints for Business Members, as provided by Air New Zealand Limited (NZBN: 9429040402543) (Air NZ). Join Airpoints for Business at www.airpoints.co.nz/business.
- (4) The Offer does not apply if a customer is an Airpoints for Business Member, and has not registered with Komatsu to receive Airpoints Dollars<sup>™</sup> prior to their purchase (Komatsu Airpoints<sup>™</sup> program - Komatsu New Zealand).
- (5) This Offer cannot be exchanged, transferred or redeemed for cash. The Offer does not apply to Eligible Orders made on the my.Komatsu portal.
- (6) This Offer cannot be exchanged for any further discount. The Airpoints Dollars <sup>™</sup> are not redeemable for cash and have no monetary value. Air NZ's 'Airpoints Terms and Conditions' and Airpoints for Business Terms and Conditions apply to all sales, available at <u>Air New Zealand Airpoints<sup>™</sup> terms & conditions | Air New Zealand</u> and <u>Airpoints<sup>™</sup> for Business terms & conditions - Airpoints<sup>™</sup> for Business - The</u> <u>Airpoints<sup>™</sup> programme - Airpoints<sup>™</sup> | Air New Zealand</u>.
- (7) "Airpoints™" is the registered trademark for the loyalty programme operated by Air New Zealand. "Airpoints Dollar™" and A are registered trademarks for a form of reward offered to members of the Airpoints programme.
- (8) The Airpoints Dollars<sup>™</sup> will be manually uploaded to your Airpoints for Business Member account following Komatsu's receipt of payment of your Eligible Order. Please allow up to 60 days from date of purchase for transfer of Airpoints Dollars<sup>™</sup>. Airpoints for Business terms and conditions apply. Refer to <u>Airpoints<sup>™</sup> for Business</u> terms & conditions - Airpoints<sup>™</sup> for Business - The Airpoints<sup>™</sup> programme -<u>Airpoints<sup>™</sup> | Air New Zealand</u> for full terms and conditions.
- (9) This offer does not apply to Komatsu genuine parts or services purchased or supplied under any of the following: loyalty incentive agreement; point of sale discount agreement; cash sales, consignment stock agreement; rebate agreement; fixed price agreement; parts by the hour agreement (PBTH Agreement); maintenance and repair contract (MARC); 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.



- (10) This Offer cannot be used in conjunction with any other offer or promotion and is only available in New Zealand.
- (11) Komatsu reserves the right to vary or cancel this Offer at any time, without notice. This Offer subject to availability. In the event that any part of the Offer becomes unavailable due to circumstances beyond Komatsu's reasonable control, Komatsu reserves the right to provide a similar product to the same or greater value as the original products or no products at all, subject to any applicable laws or written directions made under applicable legislation. Komatsu reserves the right to vary or cancel this Offer at any time in its absolute discretion, at any time without notice.
- (12) Individuals are not eligible for the Offer if they are a director, manager or employee of Komatsu, or an agency of Komatsu directly associated with the Offer, or if they are an immediate family member of such director, manager or employee.
- (13) Neither Komatsu, nor any other person or party associated with this Offer, shall be liable for any loss or damage whatsoever suffered (including but not limited to indirect or consequential loss) or personal injury suffered or sustained in connection with either participation in this Offer or with any of the benefits offered.
- (14) Komatsu New Zealand's 'Terms & Conditions Parts and Service' and 'Terms & conditions Sale and Service' apply to all sales, available at <u>https://www.komatsu.co.nz/pages/terms-conditions</u>