

Optimum Dental Laboratories Limited – Terms & Conditions of the Optipoints programme

This page (together with the documents expressly referred to on it) tells you information about Optimum Dental Laboratories Limited ("Optimum", "We" or "Us") and the legal terms and conditions ("Terms") on which we offer the Optipoints programme ("Optipoints").

1. Definitions

In these Terms:

- (a) "Optipoints" means the points allocated to the User for the purchase of a Product, the number of points to be awarded for such a purchase and the points redeemable value shall be made available;
- (b) "Products" means the Optimum products purchased from time to time by the User;
- (c) "Programme" has the meaning given above, namely the Optipoints programme;
- (d) "Reward" means the amount credited to your account for completing the full Optipoints chart as advertised from time to time; and
- (d) "User" or "You" means the dentist who signs up to these Terms in order to benefit from Optipoints

2. Registering on the Programme

2.1 By receiving Optipoints for the purchase of a Product, You will automatically accept these Terms. Once you have accepted these Terms you will be a registered User and will receive e-mail communications from Optimum relating to Optipoints and any products included in the programme.

2.3 Eligibility to participate in the Programme is determined by Optimum, at its sole discretion.

3. The Programme

3.1 Optimum shall provide you with an Optipoints chart and reward you with Optipoints for each purchase of a Product you make. The number of Optipoints to be awarded will be determined in accordance with clause 4.2.

3.2 Optimum shall include the number of Optipoints earned in the delivery of the Products. Optimum will not be liable to you for any Optipoints lost during delivery.

3.3 If a credit for a Product is requested then Optimum reserves the right to make an adjustment for the number of Optipoints earned on the original purchase of the Product.

3.4 All Optipoints earned by You shall be captured on the appropriate Optipoints chart.

3.5 On completion of the Optipoints chart the chart and all of the Optipoints shall be returned to Optimum as evidence of proof of claim of the Reward.

4. Optipoints

4.1 You cannot sell, trade, assign, share or transfer Optipoints. Optipoints are earned exclusively by you and can only be redeemed by you for the Reward. Optipoints, once redeemed for a Reward cannot be returned, transferred or re-used.

4.2 Optipoints will be allocated for private cases only based on the type of Product purchased and as advertised. From time to time Optimum, at its sole discretion, may

(a) increase or decrease the number of Optipoints earned for each Product purchased, including offers and promotions; and

(b) include or withdraw Products that are included in the Optipoints programme.

4.3 Optimum reserves the right to impose expiration dates on Optipoints that are unused after a specified period (such period to be determined at Optimum's sole discretion).

4.4 Optipoints cannot be exchanged for cash alternatives and have no cash value.

5. Liability

5.1 Nothing in these Terms excludes or limits our liability for death or personal injury arising from our negligence, or our fraud or fraudulent misrepresentation, or any other liability that cannot be excluded or limited by English law.

5.2 To the extent permitted by law, we exclude all conditions, warranties, representations or other terms which may apply to Optipoints, whether express or implied.

5.3 Optimum's total liability to you in respect of any loss or damage you suffer as a foreseeable result of a breach of these Terms is to credit any Optipoints to your account which have been wrongly deducted or should have been credited but were not.

5.4 We will not be liable to any User for any loss or damage, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, even if foreseeable, arising under or in connection with the programme or Optipoints.

6. Data Protection and User Information

6.1 Optipoints is administered by Optimum.

6.2 We will only use your personal information in accordance our Privacy Policy. For details, please see our Privacy Policy included on our website. Please take the time to read these, as they include important terms which apply to you.

7. General

7.1 Optimum reserves the right to change these Terms at any time, your continued access or use of Optipoints is deemed to be your acceptance of the modified Terms.

7.2 We may transfer our rights and obligations under these Terms to another organisation, but this will not affect your rights or our obligations under these Terms. We will always notify you by posting on this Website if this happens.

7.3 These Terms are between you and us. No other person shall have any rights to enforce any of its terms.

7.4 Each of the paragraphs of these Terms operates separately. If any court or relevant authority decides that any of them are unlawful or unenforceable, the remaining paragraphs will remain in full force and effect.

7.5 If we fail to insist that you perform any of your obligations under these Terms, or if we do not enforce our rights against you, or if we delay in doing so, that will not mean that we have waived our rights against you and will not mean that you do not have to comply with those obligations. If we do waive a default by you, we will only do so in writing, and that will not mean that we will automatically waive any later default by you.

7.6 Please note that these Terms are governed by English law. This means these Terms and any dispute or claim arising out of or in connection with it will be governed by English law. You and Optimum both agree that the courts of England and Wales will have non-exclusive jurisdiction. However, if you are a resident of Northern

Ireland you may also bring proceedings in Northern Ireland, and if you are a resident of Scotland, you may also bring proceedings in Scotland.

For more information or clarification on any of the above Terms please contact us through info@optimumdental.co.uk.