

Magical Smiles Dental

Frequent Smiles Programme

Terms and Conditions

Effective Date: 08 Jan 2024 | Version 1.0

1. About the Frequent Smiles Programme

The Frequent Smiles Programme (the "Programme") is a patient loyalty programme operated by Magical Smiles Dental ("we", "us", or "our") across our Caroline Springs, Bacchus Marsh, and Point Cook locations. The Programme rewards patients who maintain regular 6-monthly hygiene visits with complimentary take-home teeth whitening top-up gel syringes.

Participation in the Programme constitutes acceptance of these Terms and Conditions in full.

2. Eligibility

- The Programme is open to patients who are registered with Magical Smiles Dental and are 18 years of age or older.
- Patients under 18 may participate only with written consent from a parent or legal guardian.
- Participation is subject to clinical suitability as determined by your treating dentist. We reserve the right to decline enrolment or suspend participation on clinical grounds.
- The Programme is available at all three Magical Smiles Dental locations: Caroline Springs, Bacchus Marsh, and Point Cook.

3. How to Join

New Patients

New patients may join the Programme at no cost. The initial take-home whitening kit (including upper and lower bleaching trays and starter gel syringes) is provided complimentary upon enrolment at your first eligible hygiene visit.

Existing Patients

Existing patients may join the Programme by purchasing a take-home whitening kit at 50% off the standard retail price (a saving of \$180) at their next eligible hygiene visit. This discounted price is only available as a Programme entry offer and is not available separately or outside of Programme enrolment.

Enrolment

Enrolment is completed in-practice at the time of your eligible hygiene visit. You will also be required to register via the Magical Smiles app to activate and maintain your Programme membership.

4. Programme Benefits

- Members in good standing receive complimentary take-home teeth whitening top-up gel syringes at each qualifying 6-monthly hygiene visit.
- Top-up gel syringes are provided for use with the take-home whitening trays issued at enrolment. Gel syringes are not transferable and have no cash value.
- Benefits are conditional on maintaining the Programme's eligibility requirements set out in Section 5 below.

5. Maintaining Membership & Programme Validity

To remain an active member and continue receiving Programme benefits, you must attend a hygiene visit at Magical Smiles Dental within 7 months of your last qualifying visit ("the Validity Window").

Reminders

We will send reminder notifications via the Magical Smiles app and by email before your Validity Window expires. It is your responsibility to ensure your contact details and notification preferences are current in the app. Failure to receive a reminder due to incorrect details, disabled notifications, or any other reason on the patient's end does not extend the Validity Window.

Expiry

If you do not attend a qualifying hygiene visit within 7 months of your last validation date, your Programme membership will expire automatically. Expired members forfeit their entitlement to complimentary top-up gel syringes.

Rejoining After Expiry

Expired members may rejoin the Programme at any time by paying the current Programme entry fee of \$180, which entitles them to a new take-home whitening kit and reactivation of Programme benefits from their next qualifying hygiene visit. The rejoining fee is subject to change at our discretion; the current fee will be confirmed at the time of rejoining.

6. Whitening Trays — Loss, Damage, and Replacement

The take-home whitening trays issued at enrolment are your responsibility to maintain. The following conditions apply:

- Lost or damaged trays: Active Programme members may purchase a replacement set of upper and lower bleaching trays at the discounted rate of \$180 (standard retail price \$280, a saving of \$100). This discounted replacement rate is available exclusively to active Programme members.
- Expired members are not entitled to the discounted replacement rate. Standard pricing applies upon rejoining the Programme.
- Replacement trays are custom-fabricated to fit your dentition. A new dental impression or digital scan may be required, which is included in the replacement fee.
- Gel top-ups are compatible with replacement trays and will continue to be provided at qualifying hygiene visits once replacement trays are confirmed as fitted correctly.
- We are not liable for any loss, damage, or deterioration of whitening trays or gel syringes once they leave our premises.

7. What Constitutes a Qualifying Hygiene Visit

A qualifying hygiene visit is a completed scale, clean, and oral health assessment appointment attended in person at any Magical Smiles Dental location and validated by our clinical team as eligible for Programme top-up. The following do not constitute qualifying visits:

- Appointments that are incomplete, cancelled, or where the patient does not attend.
- Emergency, specialist, or treatment-only appointments.
- Hygiene visits attended at a dental practice other than Magical Smiles Dental.
- Recall visits not validated by our team as Programme-eligible (e.g. visits where clinical suitability for whitening is temporarily suspended).

8. Clinical Suitability & Whitening

Take-home teeth whitening is a dental procedure. The following conditions apply:

- Whitening gel top-ups are provided subject to clinical assessment at each hygiene visit. If our clinical team determines that whitening is not appropriate at a particular visit (for example, due to active gum disease, sensitivity, pregnancy, or other clinical factors), no top-up gel will be issued at that visit. This does not affect your Programme membership or Validity Window.
- We make no guarantee as to the degree of whitening achieved or any particular aesthetic outcome. Results vary between individuals based on tooth structure, diet, lifestyle, and other factors.
- It is your responsibility to follow the instructions provided with the take-home whitening kit. We are not responsible for adverse outcomes resulting from incorrect use.
- Whitening is not a substitute for professional dental care. Maintenance of good oral health is a prerequisite for continued Programme participation.

9. Fees, Pricing, and Changes

- All prices stated in these Terms and Conditions are in Australian dollars (AUD) and are inclusive of GST where applicable.
- We reserve the right to change Programme fees, benefits, or terms at any time. We will provide reasonable notice of material changes via the Magical Smiles app and/or email. Continued participation after notice of a change constitutes acceptance of the updated terms.
- The 50% enrolment discount and the \$180 discounted tray replacement price are available solely in connection with the Programme and cannot be combined with any other offer, discount, or health fund claim unless otherwise stated.

10. Health Fund and Medicare

- Programme benefits are not claimable through private health insurance or Medicare unless otherwise advised. It is your responsibility to confirm your cover with your health fund.
- Hygiene visits attended as part of Programme maintenance may be claimable through your health fund subject to your individual policy. We are not responsible for any health fund rebate outcomes.

11. Magical Smiles App

- Active Programme membership requires registration and maintenance of an account on the Magical Smiles app. Reminders, expiry notifications, and Programme status information are delivered via the app.
- It is your responsibility to maintain accurate contact details, enable notifications, and keep the app updated.
- We are not liable for any Programme expiry or loss of benefit arising from failure to receive app notifications due to device settings, account errors, or other factors outside our reasonable control.

12. Transferability

Programme membership is personal and non-transferable. Benefits cannot be assigned, sold, gifted, or shared with any other person.

13. Suspension and Termination

- We reserve the right to suspend or terminate a patient's Programme membership at any time where: (a) these Terms and Conditions are breached; (b) clinical suitability cannot be confirmed; (c) the patient's account with us is not in good standing; or (d) the Programme is discontinued.
- If the Programme is discontinued, we will provide at least 30 days' notice via the Magical Smiles app and/or email. No refunds will be issued for the Programme entry fee upon discontinuation, except where required by Australian Consumer Law.

14. Limitation of Liability

To the maximum extent permitted by law:

- We are not liable for any indirect, consequential, or special loss arising from participation in or exclusion from the Programme.
- Our liability to you in connection with the Programme is limited to the value of Programme benefits received in the 12 months prior to any claim.
- Nothing in these Terms and Conditions excludes, restricts, or modifies any right or remedy you may have under the Australian Consumer Law.

15. Privacy

Personal information collected in connection with the Programme is handled in accordance with our Privacy Policy and the Australian Privacy Principles under the Privacy Act 1988 (Cth). Our Privacy Policy is available at magicalsmiles.com.au. We will use your contact details to send Programme reminders and communications related to your membership.

16. Governing Law

These Terms and Conditions are governed by the laws of Victoria, Australia. Any disputes arising from the Programme will be subject to the exclusive jurisdiction of the courts of Victoria.

17. Contact Us

If you have any questions about the Frequent Smiles Programme or these Terms and Conditions, please contact us:

Caroline Springs: 03 8358 2565 | info@magicalsmiles.com.au

Bacchus Marsh: 03 8001 7008 | info@bacchusmarshdental.com.au

Point Cook: 03 3883 1515 | info@magicalsmilespointcook.com.au

Website: magicalsmiles.com.au/frequent-smiles-offer/