

Medtronic

Medtronic Australasia Pty Ltd

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TYPE 2 DIABETES PUMP CONSUMABLES GRANT PROGRAM

If you have Type 2 insulin dependent diabetes, you may qualify for the Medtronic Type 2 Insulin Pump Consumables Grant. The Grant was designed to assist with the cost of insulin pump consumables for patients who are not eligible for funding by the National Diabetes Services Scheme (NDSS).

Please also discuss making an application for NDSS funding under category F with your doctor. Making this application is important as it will provide the Government with data needed to be able to review their policies regarding funding for Type 2 patients.

WHAT IS COVERED UNDER THE MEDTRONIC TYPE 2 GRANT?

Under the Medtronic Type 2 Consumables Grant covers you for the following insulin pump consumables:

- 3ml Insulin Reservoirs (MMT-332A)
- Sure T Infusion Sets (MMT-864, 866, 874, 876)
- Quick-Set Infusion Sets (MMT-399, 398, 397, 396)
- Silhouette Infusion Sets (MMT-381, 378, 377)

WHO CAN APPLY?

To be eligible you must:

- Be diagnosed with Type 2 insulin dependent diabetes by a health care professional, and
- Been prescribed a Medtronic Insulin Pump by your Health Care Professional.

If you meet the criteria above, please take the attached form with you on your next appointment so your health care professional can assist you in selecting the right infusion set for you. Once complete, please send the form to Australia.diabetes@medtronic.com

HOW DO I ORDER CONSUMABLES?

Medtronic Type 2 Grant will be processed through our eShop at (<http://eshop.medtronic-diabetes.com.au/>). You'll be able to access the Grant only after the form is submitted. A special offer will be created based on the infusion set indicated in the form.

Your eShop account details will be provided to you along with instructions to access the exclusive deal for the Medtronic Type 2 Grant. The orders are predefined to include:

- 5 boxes of reservoirs at \$15 per box, AND
- 5 boxes of infusion set at \$15 per box.

The total order cost will be \$150 (for 5x Reservoirs & 5x Infusion sets) every time you place an order. The order will be processed and shipped directly to you. This order will last you approximately 3-4 months and you can even set yourself an email reminder to remind you to place your next order. Please allow 5-7 business days for delivery. If you have any issues ordering consumables, please contact our customer service team on 1800 777 808 and follow the prompts.

Type 2 Diabetes Consumables Program Terms and Conditions ('the Agreement')

1. **Scope:** These terms apply to the supply of consumable products offered by Medtronic as part of the Type 2 Diabetes Pump Consumables Grant Program. By applying for one of the Pump Consumables Grants, you (as the Purchaser) have accepted the offer made, and are deemed to have accepted the terms and conditions of this Agreement. This is not a general offer and is only available to patients who meet all the criteria set out by Medtronic in this offer. If your application is successful Medtronic will communicate your success by email or telephone.
2. **Products:** You can purchase the consumables upon dispatch of your pump to your doctor. The products available are limited to Infusion Sets (MMT-864, 866, 874, 876, 399, 398, 397, 396, 381, 378, 377) and Reservoirs (MMT-332A) to be used with Medtronic® Minimed® Insulin Pumps. Provided that the Purchaser makes payment in accordance with this Agreement, consumables will be provided within 5 business days of an order being placed.
3. **Delivery, Title & Risk:** The cost of transporting Products to the Purchaser shall be paid by Medtronic. Risk and title pass to the Purchaser on delivery at the Purchaser's delivery address.
4. **Payment:** The Purchaser agrees to purchase the Products listed in Section 2 of this Agreement at a cost of \$15 per box of Sure T Infusion Sets or Reservoirs. A minimum order of 5 boxes of Sure T Infusions Sets and the appropriate number of Reservoirs are to be purchased in one transaction every three months by debit or credit card. The quantity of Reservoirs needed should be advised by your healthcare professional.
5. **Term** This Agreement remains in force for 4 years from dispatch of the pump to your doctor unless terminated under clause 6.
6. **Termination:** The Agreement ends on the earliest of:
 - a. The end of the Term;
 - b. The Purchaser failing to make a payment and Medtronic notifying the Purchaser that the Agreement has been cancelled;
 - c. The Purchaser terminating the Agreement by contacting Medtronic Customer Service (on 1800 777 808 - option 2) and instructing the Agreement be terminated. In this case, no refunds will be issued; or
 - d. The date upon which the Purchaser is able to secure NDSS funding in respect of their Infusions Sets and Reservoirs.¹
7. **Force Majeure:** Medtronic's obligations under these terms shall be suspended and Medtronic will not be liable for any failure to fulfil or any delay in fulfilling any obligation arising from the Agreement where Medtronic becomes unable to carry out that obligation in whole or in part, because of any event of force majeure including but not limited to accidents, breakage or failure of machinery or apparatus, shortage of manufacturing capacity, withdrawal of business license by the Government, war, riots, terrorism, sabotage and other labour stoppage, epidemic, national disasters such as flood and typhoon, fire affecting Medtronic's operations or the operations of Medtronic's suppliers, inability to obtain fuel, power, raw materials, container or transportation facilities, other acts of God and acts of Government or any other event which is unpredictable, insurmountable, and outside the control of Medtronic
8. **Warranty/Limitation of Remedies.** Warranties on Products and limitation of the Purchaser's remedies are as provided in accordance with the terms of the Product Warranty provided with the Products.

Medtronic warrants and agrees that: i) the Products are fit for the purpose for which they are intended, if used according to the manufacturer's specifications; ii) the Products comply with all relevant quality and safety standards and approved for use by all necessary authorities and all Product has current TGA approval for use in Australia. The benefits provided in the Medtronic warranty are additional to and do not detract from any rights and remedies that the Purchaser may have under Australian laws, including the Australian Consumer Law. Medtronic will comply with any applicable consumer guarantees and the following statement will apply: "Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the Product repaired or replaced if the Product fails to be of acceptable quality and the failure does not amount to a major failure.

¹ Medtronic cannot guarantee that NDSS funding will be obtained as all applications are discretionary.

To claim under a Medtronic warranty please call the Global Helpline, **1800 777 808** toll free within Australia or **(+61) 2 9857 9000** worldwide. Once Medtronic is notified of a defect in a Product covered by a warranty, Medtronic will arrange for the Product to be collected from the Purchaser's delivery address at Medtronic's expense and returned to Medtronic's service and repairs department to be analysed and to determine what action will be taken. Any Product repaired or replaced under a Medtronic warranty will be delivered again to the Purchaser's delivery address, at Medtronic's expense.

9. Product Recall: Should the Product be subject to a product recall Medtronic will be responsible for any costs of transport.

10. General:

- a. This Agreement constitutes the entire agreement between the parties with respect to its subject matter and overrides any terms and condition of sale or consignment submitted by the Purchaser unless Medtronic agrees in writing to additional or alternative terms.
- b. The parties will attempt to resolve all disputes by negotiation and any unresolved dispute will be mediated promptly by a qualified mediator.
- c. This Agreement is governed by the law of New South Wales, Australia.
- d. All Notices may be sent to Medtronic by email, fax or mail to the address australia.diabetes@medtronic.com in this Agreement, and to the Patient by their contact details as set out in the order form.

T2 CONSUMABLES GRANT ORDER FORM

To be completed with Health Care Professional

Once completed, please send this form via email to Australia.diabetes@medtronic.com or fax to **02 9857 9237**.

SECTION 1. PATIENT INFORMATION

First Name: _____ Surname: _____

Address: _____

Suburb: _____ State: _____ Post Code: _____

Date of birth (DD/MM/YYYY): _____ Phone Number: _____

Email (to be used as eShop login): _____

SECTION 2. INFUSION SET SELECTION

Please have your health care professional select the appropriate infusion set to be used with your Medtronic Insulin Pump.

| Select One Only | MDT Code | Description |
|-----------------|----------|---|
| | MMT-399A | Medtronic MiniMed Quickset 6mm 25G 60cm |
| | MMT-397A | Medtronic MiniMed Quickset 9mm 25G 60cm |
| | MMT-398A | Medtronic MiniMed Quickset 6mm 25G 110cm |
| | MMT-396A | Medtronic MiniMed Quickset 9mm 25G 110cm |
| | MMT-381A | Medtronic MiniMed Silhouette 13mm 25G 60cm |
| | MMT-378A | Medtronic MiniMed Silhouette 17mm 25G 60cm |
| | MMT-377A | Medtronic MiniMed Silhouette 17mm 25G 110cm |
| | MMT-864A | Medtronic MiniMed Sure-T 6mm 29G 60cm |
| | MMT-866A | Medtronic MiniMed Sure-T 6mm 29G 80cm |
| | MMT-874A | Medtronic MiniMed Sure-T 8mm 29G 60cm |
| | MMT-876A | Medtronic MiniMed Sure-T 8mm 29G 80cm |

Please Note: Quick-Set Infusion sets (MMT- 399, 398, 397, 396) require a Quick Sertter device to use the infusion sets. If your health care professional has selected one of these, a Quick Sertter will be added to your first order for an additional cost of \$56 AUD.

SECTION 3. PAYMENT INFORMATION

Medtronic will arrange payment directly with the Patient on receipt of this form as per Section 5. A Medtronic Diabetes Therapy Consultant will contact the Patient via phone or email to arrange for payment to be made via credit card directly on the eShop. It is the Patient's responsible to ensure that the consumables order is placed in advance with enough time for the intended pump start date.

SECTION 4. PATIENT'S CONSENT AND SIGNATURE

(Stamps are not an acceptable signature and date must be handwritten)

Privacy Statement: Your personal and health information including details of your diabetes and private health insurance (Protected Information) is collected and used by Medtronic Australasia Pty Ltd, Medtronic New Zealand Limited, and Related Bodies Corporate in accordance with Medtronic's Privacy Policy (see <https://www.medtronicdiabetes.com.au/privacy-statement>). For clarity this will include: assisting you with any purchase of Medtronic Diabetes products and services, establishment of a Medtronic eShop account, product tracking purposes (as required by regulation) and communication of information relating to the use of our products and services, diabetes management, special offers and technological improvements and developments. In some cases, we may collect Protected Information from your treating healthcare professional rather than directly from you if necessary for the purpose of administering a product or service to you or if required by law. We may disclose Protected Information to a Medtronic company or database overseas or to a third-party service provider. If we do so we will require them to comply with our Privacy Policy and the safeguards under Australian/New Zealand laws. For privacy queries, to access/update your Protected Information or to opt out of receiving the communication set out above please phone toll free (AU 1800 777 808 / NZ 0800 377 807), write to PO Box 945, North Ryde, NSW 1670, Australia or emailing australia.diabetes@medtronic.com.

I authorise a Medtronic representative to register a new MiniMed eShop account on my behalf. It will be my responsibility to update the temporary password provided to a new secure password, and update any personal details where required.

I confirm that I have read and understood the privacy statement above and consent to Medtronic collecting and storing my sensitive personal details in accordance with the Medtronic Privacy Policy. I understand I can withdraw my consent to receiving communication from Medtronic at any time.

Patient Name: _____

Patient Signature: _____ Date: _____

SECTION 5. WHAT WILL HAPPEN NOW

You will receive an email within 72 hours with an eShop username and temporary password. You will need to log in and enter credit card payment details to complete the order:

<https://eshop.medtronic-diabetes.com.au>

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Ph: 61 2 9857 9000 Fax: 61 2 98785100