

BMW Advantage & MINI Benefits. Terms and Conditions.

1.0 General

1.1 BMW Australia Ltd (ABN 11 004 675 129) (BMW) has established BMW Advantage and MINI Benefits to promote the sale of vehicles to the corporate sector through approved BMW and MINI dealers as determined by BMW from time to time (Approved Dealers) with the support of BMW.

1.2 A reference in these Terms and Conditions to Corporate Customer means the entity identified in the application form.

1.3 These Terms and Conditions:

- incorporate any materials published by BMW regarding the benefits available under BMW Advantage and MINI Benefits (Benefits Materials) and these Terms and Conditions will take priority over such Benefits Materials to the extent of any inconsistency;
- override and will be construed in priority to any agreement between the Corporate Customer and Bayerische Motoren Werke Aktiengesellschaft of Munich, Germany or any of its subsidiaries; and
- apply to all Corporate Customers with effect from 1 January 2015 and to all purchases or leases of Programme Vehicles made by Corporate Customers and Eligible Persons on and from 1 January 2015 and replace all previous terms and conditions relating to the previous BMW Corporate Programme, BMW Advantage and MINI Corporate Programme which is deemed to be terminated with effect from 31 December 2014.

1.4 Enrolment into BMW Advantage or MINI Benefits is at BMW's absolute discretion.

1.5 The Corporate Customer acknowledges that Approved Dealers are not the agents of BMW and have no right to bind BMW in contract or otherwise or to represent that they can do so.

1.6 Except as provided in clause 8.5, the benefits are not transferable upon the sale of a Programme Vehicle purchased under the BMW Advantage programme or MINI Benefits.

1.7 BMW may at any time vary these Terms and Conditions and will take reasonable steps to notify Corporate Customers of any variations. If a Corporate Customer does not accept the variations, the Corporate Customer may terminate its membership and notify BMW in writing.

1.8 While BMW has endeavoured to ensure that all information, representations, illustrations, specifications and prices contained in any materials relating to BMW Advantage or MINI Benefits are accurate at the time of publication, benefits, product features, specifications, models and prices are subject to change without notice and BMW makes no commitment as to the accuracy of any information or the availability of any benefit, good or service.

1.9 BMW will not be liable to the Corporate Customer or its employees, contractors or agents or any Eligible Person for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside BMW's reasonable control.

1.10 These Terms and Conditions are governed by and interpreted in accordance with the laws of Victoria, Australia, and the parties submit to the jurisdiction of the courts of that State.

2.0 Benefits

2.1 BMW agrees to make available to the Corporate Customer and Eligible Persons the benefits of BMW Advantage or MINI Benefits in accordance with these Terms and Conditions.

2.2 These Terms and Conditions and the benefits will only apply to:

- new BMW and MINI vehicles; and
- demonstrator BMW and MINI vehicles which are within 6 months of the date of first registration of the vehicle and have travelled less than 6,000km or otherwise meet specific criteria determined by BMW from time to time, purchased or leased from Approved Dealers during the Term under BMW Advantage or MINI Benefits (Programme Vehicles).

2.3 Details of the benefits are set out in the Benefits Material and may vary between BMW Advantage and MINI Benefits.

2.4 BMW may at its absolute discretion and with immediate effect or at any time determined by BMW, alter the benefits of BMW Advantage or MINI Benefits and BMW may determine to apply such alterations to all Corporate Customers and Eligible Persons or only to those Corporate Customers or Eligible Persons who purchase or lease a Programme Vehicle under BMW Advantage or MINI Benefits after the effective date of the alteration.

3.0 Purchase or Leasing of Programme Vehicles

3.1 BMW will use its reasonable endeavours to ensure that the Approved Dealers comply with the requirements and benefits of BMW Advantage and MINI Benefits, in accordance with these Terms and Conditions and as otherwise determined by BMW from time to time.

3.2 The Corporate Customer or an Eligible Person may nominate any Approved Dealer from whom they will purchase or lease a Programme Vehicle under these Terms and Conditions.

3.3 The Corporate Customer must during the Term ensure that every Programme Vehicle purchased or leased by or in connection with the Corporate Customer under BMW Advantage or MINI Benefits is purchased or leased by the following individuals or entities (Eligible Persons):

- the Corporate Customer or a subsidiary of the Corporate Customer in which the Corporate Customer holds not less than 50% of the issued shares (Subsidiary) which conforms with BMW's criteria for membership of BMW Advantage or MINI Benefits;
- a full-time employee of the Corporate Customer or of a Subsidiary;
- a spouse of a full-time employee of the Corporate Customer or of a Subsidiary; or
- if the Corporate Customer is an association, a member of the association or that person's spouse;

e) any other individuals or entities requested by the Corporate Customer and approved by BMW, at its absolute discretion, from time to time.

3.3 All purchases or leases by the Corporate Customer or an Eligible Person of a Programme Vehicle from Approved Dealers will be subject to the relevant Approved Dealer's terms and conditions of sale from time to time.

4.0 Programme Vehicle orders and purchasing/leasing

4.1 The Corporate Customer or Eligible Person must, in respect of the purchase or lease of each Programme Vehicle under BMW Advantage or MINI Benefits, complete an order and deliver it to an Approved Dealer.

4.2 The Corporate Customer must ensure that in respect of an order by an Eligible Person that the Corporate Customer provides a letter of eligibility and such documentary evidence as BMW or the Approved Dealer reasonably requires from the Corporate Customer to confirm that the Eligible Person qualifies for BMW Advantage or MINI Benefits.

4.3 A Corporate Customer must ensure, in respect of each purchase or lease of a Programme Vehicle under BMW Advantage or MINI Benefits, that each purchase contract with respect to the Programme Vehicle the subject of an order is either:

- executed by the Corporate Customer by or on behalf of the Corporate Customer or an authorised representative of that Corporate Customer and the Programme Vehicle is registered in the name of that Corporate Customer; or
- executed by an Eligible Person and the Programme Vehicle is registered in the name of that Eligible Person.

5.0 Finance

5.1 If, at any time, the benefits of BMW Advantage or MINI Benefits include a benefit provided by BMW Financial Services, at the request of the Corporate Customer or an Eligible Person, BMW will use its reasonable endeavours to procure that BMW Financial Services provides such benefit on terms and conditions as are notified by BMW or the Approved Dealer to the Corporate Customer or an Eligible Person from time to time. The Corporate Customer acknowledges that the availability of any benefit or finance from BMW Financial Services is subject to BMW Financial Services' eligibility criteria, approval and standard terms and conditions.

6.0 Term

6.1 The term of BMW Advantage or MINI Benefits for each Corporate Customer will be two years from the date BMW accepts the application form signed by the Corporate Customer, and thereafter will continue unless terminated by either BMW or the Corporate Customer on not less than 1 month's written notice (Term). For an entity which was a Corporate Customer under the previous BMW Advantage or MINI Corporate Programme which existed prior to 1 January 2015, that entity shall be a Corporate Customer for the purposes of these Terms and Conditions without any further application or act required of that entity. BMW may terminate a Corporate Customer's membership immediately upon notice if:

- BMW elects, at its absolute discretion, to terminate BMW Advantage or MINI Benefits;
- the Corporate Customer no longer complies with BMW's eligibility criteria for membership of BMW Advantage or MINI Benefits;
- in the opinion of BMW, the Corporate Customer has ceased to be able to pay its debts as they become due;
- the Corporate Customer ceases to carry on business;
- any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Corporate Customer's assets, operations or business;
- any step is taken to enter into an arrangement between the Corporate Customer and its creditors; or
- any step is taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Corporate Customer's assets or business.

6.2 Termination of BMW Advantage or MINI Benefits under clause 6 does not affect any accrued rights or remedies of BMW with respect to the Corporate Customer. Subject to clause 2.4 and any terms and conditions specifically relating to a benefit, upon termination of the Corporate Customer's membership, the benefits which apply after the purchase or lease of the Programme Vehicle (eg Complimentary Scheduled Service) will continue to apply only to those Eligible Persons who have purchased or leased a Programme Vehicle under BMW Advantage or MINI Benefits during the Term and only in respect of the Programme Vehicle purchased or leased.

7.0 Liability

7.1 All warranties and conditions expressed or implied by statute, common law, equity, trade custom or usage or otherwise howsoever, are, to the maximum extent permitted by law, expressly excluded from these Terms and Conditions. To the maximum extent permitted by law, BMW will not be liable to the Corporate Customer or its employees, contractors or agents or any Eligible Person for any direct, indirect, incidental or consequential damages of any nature howsoever caused (whether based on tort or in contract or otherwise) or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance, the failure to perform or the delay in performance of the obligations of BMW under these Terms and Conditions.

7A.0 BMW Advantage membership tiers

7A.1 All new Corporate Customers enter BMW Advantage at the membership level of Gold in relation to BMW vehicles only.

7A.2 During the Term, a Corporate Customer may qualify for the higher membership level of Platinum by the Corporate Customer or Eligible Person purchasing or leasing the applicable number of Programme Vehicles for each calendar year (Qualification Period) and any other criteria or requirement as determined by BMW from time to time. The membership level attained by a Corporate Customer during a Qualification Period shall apply for the remainder of the Qualification Period and the following calendar year.

7A.3 Despite clause 7A.2, if, during a Qualification Period, a Corporate Customer qualifies for a higher membership level, the benefits provided to the Corporate Customer or Eligible Person in respect of a Programme Vehicle purchased or leased at any time during the Qualification Period shall be varied to correspond to those benefits provided at the higher membership level, as if the higher membership level had applied during the entire Qualification Period. For the avoidance of doubt, the benefits provided to a Corporate Customer or Eligible Person in respect of a Programme Vehicle already purchased or leased cannot decrease even if the Corporate Customer membership level changes from Platinum to Gold from one Qualification Period to the next at any time during the Term.

8.0 Complimentary Scheduled Service Conditions Introduction

If, at any time, the benefits include Complimentary Scheduled Service, and the Corporate Customer or Eligible Person qualifies for such benefit under BMW Advantage or the MINI Benefits, the provisions of this clause 8 will apply.

There are no scheduled servicing costs for owners of Programme Vehicles specified in BMW's warranty records (Vehicle) for:

- in the case of Corporate Customers who have qualified for Gold membership level under BMW Advantage, 48 months or 60,000km; or
- in the case of Corporate Customers who have qualified for Platinum membership level under BMW Advantage, 60 months or 80,000km; or
- in the case of Corporate Customers under MINI Benefits in relation to MINI vehicles, 60 months or 80,000km (each an Eligibility Period),

whichever comes first (or such other closing date or closing kilometres specified by BMW from time to time). Owners of BMW M5, M6, 6 Series and 7 Series may already receive complimentary service as per the new car warranty. Without limiting the terms and conditions of BMW Service Inclusive, which shall be read together with these Terms and Conditions and shall prevail to the extent of any inconsistency with these Terms and Conditions, the cost of parts and labour for all recommended oil services and inspections, as listed on the relevant inspection sheets and included in the BMW Owner's Service Booklet and MINI Owner's Service Booklet, are covered. The cost of normal wear and tear items such as brake pads, brake discs, wiper blades and any other parts not included on the schedule will be charged additionally to the owner's account.

8.1 Service work

1. At the intervals indicated by the relevant Condition Based Servicing or Service Level Indicator of the Vehicle or otherwise as BMW deems necessary, the eligible Corporate Customer or Eligible Person shall be entitled to arrange for an authorised BMW or MINI dealer to carry out the following work in relation to the Vehicle during the Eligibility Period:

- service work stipulated by BMW in the BMW Owner's Service Booklet or MINI Owner's Service Booklet and applicable to the Vehicle including the supply or replacement of necessary parts and lubricants; and
 - preventative treatment as BMW considers necessary.
2. BMW's obligations under this Complimentary Scheduled Service are conditional upon the maintenance by the owner of an accurate record of the distance travelled by the Vehicle and production of such record to BMW when required. Any additional labour, items and servicing will not be covered under this Complimentary Scheduled Service.
3. BMW's obligations under this Complimentary Scheduled Service shall not include:
- repairs resulting from normal wear and tear to the Vehicle, for example brake pads and brake discs, clutch or windshield wiper rubbers which will be charged to the owner;
 - replacement of tyres;
 - repairs necessary due to damaged glass, panels or paintwork, including rust or corrosion;
 - special preparation for or restoration after long-term storage;
 - repairs or other work to the Vehicle by persons other than an authorised BMW dealer or authorised MINI dealer;
 - effecting or repairing alterations or modifications to the Vehicle;
 - work necessary due to negligence, accidental or intentional damage or abuse, fire, flood, Acts of God, war, acts of terrorism or any other cause beyond the reasonable control of BMW or due to misfuelling, misuses or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;
 - Vehicle recovery, towing or other related travel costs (this may be covered by the applicable Roadside Assistance Programme);
 - work involved in daily or other regular checks to the Vehicle; and
 - service or maintenance of non-genuine BMW parts or accessories.
4. In exceptional cases where it is impractical for an authorised BMW dealer or authorised MINI dealer to carry out required work, special provisions may be made by prior arrangement with BMW.

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Where BMW authorises emergency repairs by an unauthorised BMW or MINI dealer, BMW will reimburse the owner for the cost of approved repairs on receipt of the relevant invoice.

8.2 Complimentary Scheduled Service Term

The obligations on BMW under this Complimentary Scheduled Service commence on the earlier of the date of first registration of the Vehicle and the date of delivery of the Vehicle to the first owner, and shall continue until the occurrence of the earliest of the closing date or the closing kilometres specified in the Eligibility Period.

8.3 Owner obligations

a) The owner undertakes to take all reasonable steps to make the Vehicle available to an authorised BMW or MINI dealer during normal working hours at or before the relevant service interval specified by the Condition Based Servicing or Service Level Indicator of the Vehicle, as appropriate, so that the relevant scheduled servicing can be performed. If the owner misses any scheduled service, additional work may be identified which is not included in Complimentary Scheduled Service.

b) The owner undertakes to comply with the instructions in the BMW Owner's Service Booklet or MINI Owner's Service Booklet and to take steps to minimise any Vehicle damage in the event of Vehicle defect or failure.

c) The Owner must maintain, operate and use the Vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

8.4 Warranty

Any rights and benefits which the owner enjoys in terms of the new vehicle warranty conditions and/or state or federal law including under the Australian Consumer Law will not be affected by the provisions of this Complimentary Scheduled Service.

These Terms and Conditions do not exclude, restrict or modify those rights or remedies.

8.5 Transfer of Complimentary Scheduled Service

The Complimentary Scheduled Service benefit remains with the Vehicle and transfers to the new owner on sale of the Vehicle. The owner selling the Vehicle must provide the new owner with a copy of these Terms and Conditions.

9. Privacy

BMW collects personal information of Corporate Customers and its employees, contractors or agents and Eligible Persons.

BMW's privacy policy available at www.bmw.com.au or by calling 133 BMW (133 269) explains how such persons can access and correct their personal information, how to make a complaint and how we deal with complaints and when we are required to collect particular personal information. BMW will use and disclose personal information for our business purposes, including administering the BMW Advantage or MINI Benefits, customer care, marketing and research. BMW may disclose it to or share it with companies in the BMW Group, BMW dealers or other third parties associated with BMW, which may be located outside Australia including Germany. If a person does not wish to receive future marketing related communications they should contact BMW on 133 BMW (133 269) or email BMW at privacy@bmw.com.au.