

DEFINED TERMS AND INTERPRETATION

Australian Consumer Law means the Australian Consumer Law set out in Schedule 2 to the Competition and Consumer Act 2010 (Cth) as amended from time to time.

BMW means BMW Australia Ltd ABN 11 004 675 129.

BMW Vehicle Care Package means the services detailed in clause 1(a) of these Terms and Conditions.

BMW Vehicle Care Premium Plus Package means the services detailed in clause 1(a) and (b) of these Terms and Conditions.

Service Inclusive Package means the BMW retail vehicle maintenance product.

Commencement Date means the date a Customer purchases the BMW Vehicle Care Package.

Conclusion of Term means the date that the Customer is no longer entitled to receive the benefits of the BMW Vehicle Care Package as the package's specified time period has elapsed or the Vehicle has reached the specified number of washes.

Term means the Commencement Date until the Conclusion of Term

Customer means the owner of the Vehicle.

Vehicle means a BMW branded vehicle that is entitled to the services under the BMW Vehicle Care Package.

1. WHAT IS INCLUDED IN YOUR PURCHASE OF A BMW VEHICLE CARE PACKAGE?

The BMW Vehicle Care Package and BMW Vehicle Care Premium Package consist of 3 (three) and 6 (six) Express Washes. The BMW Vehicle Care Premium Plus Package consists of 10 (ten) Express Washes and a Cosmetic Repair Voucher.

(a) Express Wash

- General wash / hand dry
- Interior vacuum (includes boot)
- Windows cleaned (inside & out)
- Wheel clean
- Tyre shine
- **(b) Cosmetic Repair Voucher** (\$200 value) contribution towards the cost of the following repairs:
 - Wheel repair
 - Minor scratch repair
 - · Minor dent repair
 - · Windscreen repair
 - Other

2. PACKAGE TERM

The BMW Vehicle Care Package is valid for a period of 12 months from the package Commencement Date. Customers may redeem a maximum of 2 washes per calendar month until the maximum number of washes has been reached. On conclusion of the Term the customer is able to purchase another BMW Vehicle Care Package. The Cosmetic Repair Voucher will remain valid until the total value (AUD\$200) has been redeemed.

3. BOOKINGS AND APPOINTMENTS

Bookings must be made in advance and are subject to the BMW dealer schedule:

Express Wash must be booked at least 1 (one) business day in advance.

Cosmetic Repair Voucher must be booked at least 1 (one) week in advance.

Please note that BMW dealers may operate on reduced hours during weekends.

4. CUSTOMER ENTITLEMENTS

As a BMW Vehicle Care Package Customer you will have access to the BMW dealer's customer lounge and the associated facilities whilst your vehicle is being cleaned. The BMW Vehicle Care Packages do not include a BMW loan vehicle, however participating BMW dealers may offer this as an option.

5. EXCLUSIONS AND LIMITATIONS

The BMW Premium Vehicle Care Packages:

- (a) are only available to customers who have an active Service Inclusive Package;
- (b) can only be purchased via participating BMW dealers;
- (c) can ONLY be redeemed through the participating purchasing BMW dealer.

The BMW Vehicle Care Package cannot be transferred to another BMW dealer and is vehicle specific and cannot be transferred to another vehicle. No refunds are payable where the BMW Vehicle Care Package is not redeemed within the Term or where the Customer is unable to redeem the BMW Vehicle Care Package for the vehicle for any reason, including but not limited to where the vehicle is damaged beyond repair. Vehicles that have been used in an off road environment may incur additional cost.

6. YOUR STATUTORY RIGHTS AND REMEDIES

These terms and conditions are subject to any statutory rights and remedies that are available to you, including under the Australian Consumer Law. Those statutory rights and remedies may be pursued in addition to those conferred under these terms and conditions.