



BMW CORPORATE ADVANTAGE PROGRAMME

TERMS AND CONDITIONS

This document sets out the terms and conditions that comprise and apply to the BMW Corporate Advantage Programme. Membership of the Programme entitles both Members and people associated with Members to access a number of Benefits should they purchase or lease a new BMW motor vehicle from approved BMW Dealers.

Eligibility

1. Eligibility criteria is determined by BMW from time to time, and is at the sole discretion of BMW. As at the date of these terms and conditions, membership is automatically given to companies that are part of the NZX50 Index on the New Zealand Stock Market, and is otherwise generally available to corporate customers or other organisations that have at least 30 New Zealand based employees or members.

Application

2. Where membership is not automatically given, an application for membership of the Corporate Advantage Programme is required. Please contact BMW or your approved BMW Dealer for the relevant application forms.

Benefits

3. The Benefits that the Programme confers are published in the Benefits Material that can change from time to time. The present Benefits Material can be seen at www.bmw.co.nz/corporateadvantage. Benefits may be varied at the sole discretion of BMW without notice to you.
4. Some Benefits are intended to be given by parties other than BMW. These third parties may include BMW Financial Services New Zealand Limited. BMW does not warrant or underwrite that any particular Benefit may in fact be made available by them, but it will make its best endeavours to make this happen. Some Benefits may be subject to availability, or limited, or subject to the third party's own terms and conditions.

Who can utilise the Benefits?

5. All Eligible People, as we define this term below are entitled to the Benefits.
6. Eligible People may need to identify themselves by providing such information as we or our Approved Dealers may, in our sole discretion, request to satisfy ourselves as to your eligibility.
7. Members are not permitted to allow people who are not Eligible People to derive a Benefit that is offered under the Programme.
8. Members will ensure that any vehicle purchased or leased under this Programme is only for the benefit of a Member or an Eligible Person and will ensure that the registration of any vehicle is in the name of either the Member or the Eligible Person.

Termination and variation

9. You may withdraw from the Programme at any time by giving BMW one month's notice. BMW may terminate any membership of the Programme at its sole discretion and at any time by giving the Member one month's notice.
10. Both these terms and conditions and the Benefits and Benefits Material may be changed by BMW at any time, in BMW's sole and absolute discretion, and without notice to you. In particular, we may alter or change what Benefits are available, how they apply, who they apply to, and when they apply from. We have no liability to any Member or Eligible Person in relation to any such changes or alterations.

Privacy

11. Members or Eligible People may be asked to provide personal or other information to BMW under or as part of the Programme. By providing this information you are authorising us to use this



information for BMW's business purposes, including administering the Corporate Advantage Programme, customer care, and marketing and research. BMW may disclose the information to or share it with companies in the BMW Group, BMW dealers or other third parties associated with BMW, which may be located outside New Zealand including Germany.

Other things

12. These terms and conditions, and membership of the Corporate Advantage Programme is governed by and interpreted in accordance with the laws of New Zealand. Members and all people claiming benefits as Eligible People submit to the jurisdiction of the courts in New Zealand.
13. Members and Eligible People acknowledge that approved BMW 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.
14. Nothing in the Corporate Advantage Programme is intended to alter or effect any purchase or lease agreement or other agreement that may be concluded between the Member or any Eligible Person and any approved BMW Dealer, BMW Financial Services New Zealand Limited, or any third party in connection with the purchase or lease of a BMW vehicle. Any such agreements stand separate from the Programme even though those agreements may be they way in which the the Benefits that the Programme offers are conferred.
15. While BMW endeavours to ensure that all information, representations, illustrations, specifications and prices contained in any materials relating to the Programme are accurate at the time of publication, 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 good or service.
16. The Corporate Advantage Programme does not cost anything, nor are there any obligations imposed on Members or Eligible People (except in relation to processes and procedures that may need to be followed to claim a Benefit). While BMW will make its best endeavours to make the Benefits available, it does not accept any liability to any person should the Benefit not be available, and in particular does not accept any responsibility to any person for events or circumstances outside of its control.
17. Nothing in these terms and conditions are intended to limit or restrict BMW's liability under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986, where those Acts apply.

Definitions

18. In these terms:
 - (a) **Benefits Materials** or **Benefits**, means the materials published by BMW from time to time that comprise and set out the list of Benefits that apply to the Corporate Advantage Programme.
 - (b) **BMW** means BMW New Zealand Limited.
 - (c) **Corporate Advantage Programme** or **Programme** means the BMW Corporate Advantage Programme as set out in this document and the Benefits Materials that are applicable from time to time.
 - (d) **Eligible People** or **Eligible Person** means any of the following:
 - The Member itself;
 - All full time employees of the Member;
 - All people who are on a fixed term contract of 12 months or more in duration with the Member, or who are on a contract with the Member and have been on contract with the Member for a period of more than 12 months;
 - Any spouse, civil union, or de-facto partner of the employees or contractors above;
 - Any other individuals or entities requested by the Member and approved by BMW, at its absolute discretion, from time to time.
 - (e) **Member** means a person who has been accepted by BMW as a member of the Corporate Advantage Programme and includes any subsidiary company of a Member.