Audi Advantage Terms and Conditions

Audi Advantage Service Plan Terms and Conditions

1. Introduction

The following terms and conditions apply to the Audi Advantage Service Plan ("**Audi Service Plan**"). The Audi Service Plan is provided by Volkswagen Group Australia Pty Ltd ABN: 14 093 117 876 trading as Audi Australia (**"Audi" or "Audi Australia"**) Level 7, 895 South Dowling Street, Zetland NSW 2017 . Audi Service Plan applies only in respect of the vehicle identified on this AA Certificate issued at the point of sale of the Audi Advantage package (the **Vehicle**). Audi Service Plan is transferable upon the sale of the Vehicle. The Vehicle's entitlement to Audi Service Plan will be recorded in Audi's electronic files relating to the Vehicle.

2. Eligibility Period

Audi's obligations under Audi Service Plan commence on the Warranty Start Date and shall continue until the closing date or closing kilometres, whichever occurs first as specified on this AA Certificate for the Vehicle (Eligibility Period). For the avoidance of any doubt, the Eligibility Period commences from the Warranty Start Date. Your right to redeem Audi Service Plan cover for the Vehicle expires immediately upon expiry of the Eligibility Period. To the extent permitted by law, refunds are under no circumstances payable in the case that you do not redeem Audi Service Plan within the Eligibility Period or where you are unable to redeem Audi Service Plan cover for the Vehicle for any reason, including (without limitation) in circumstances where the Vehicle is damaged beyond repair during the Eligibility Period.

3. Coverage - inclusions

At the Service Intervals indicated on this AA Certificate, you will be entitled to arrange for a Participating Audi Dealer to carry out the following scheduled service work inrelation to the Vehicle during the Eligibility Period:

(a) the service work at each of the Service Intervals, including the supply or replacement of necessary parts and lubricants; and

(b) such preventable treatment as Audi considers necessary.

The cost of parts and labour for all recommended oil services and inspection services as set out in the AA Certificate are covered. Specifically the following items are included within Audi Service Plan:

- oil change services (every 15,000km/12Months whichever occurs first) including oil, parts and labour;
- inspection services (30,000km/24Months whichever occurs first) including oil, parts and labour;
- replacement of additional scheduled service items as designated in the interval table found at https://www.audi.com.au/au/web/en/owners/service/audi_service.html;
- windscreen wash additive renewal and check;
- service display - reset service indicators;
- computer systems - carry out fault memory check using the Audi Diagnostic tester;
- performance of required software updates;
- performance of any service enhancement actions;
- check operation of all exterior lights for correct operation;
- carry out visual check of all brake components;
- check all interior, instrument and warning lamps forcorrect operation;
- check windscreen wiper blades for damage;
- check condition of all tyres, check tread depth;
- carry out visual check of engine compartment;
- carry out under-body visual inspection for anydamage;
- check all oils and fluids for leaks;
- update service label with next service date and kilometres;
- check steering track rod ends for excessive play and inspect boots for damage;
- carry out quality check and road test;
- other vehicle checks as may be set out in this AA Certificate

Audi's obligations under Audi Service Plan are conditional upon the maintenance by you of an accurate record of the distance travelled by the Vehicle and production of such record to Audi when required. Any labour, items and servicing additional to that referred to above will not be covered in Audi Service Plan, unless otherwise expressly stated below.

*Audi may, from time to time, change the service requirements for any of the Service Intervals in accordance with the manufacturer's recommendations. If a service that is stated as being included in this AA Certificate is no longer designated as being required by Audi at a Service Interval that has not yet been performed as part of the Audi Service Plan, for example, if Audi discontinues any service requirements for a particular Service Interval for whatever reason (**Discontinued Service Component**), you will be entitled to a refund of the equivalent value of the Discontinued Service Component (subject to the offset mechanism below). If Audi requires an additional service to be performed at a Service Interval that has not yet been performed as part of the Audi ServicePlan (**Additional Service Component**), the Additional Service Component will be performed at the relevant Service Interval at no additional charge to you. However, if the changes made to the service requirements for any unperformed Service Intervals include Discontinued Service Components and Additional Service Components (whether or not these changes apply to the same or different Service Intervals), the monetary value of any Additional Service Components will be offset against the monetary value of any Discontinued Service Components and the refund (if any) for the Discontinued Service Components will be reduced accordingly. For the avoidance of doubt, the offset mechanism will not require you to make any additional payments in order to receive any Additional Service Components.

4. Coverage – exclusions

Audi Service Plan does not include:

- repairs resulting from normal wear and tear to the Vehicle;
- replacement of brake pads and discs;
- replacement of the clutch assembly;
- replacement of windshield wiper rubbers;
- tyre replacement or puncture repairs;
- repairs necessary due to damaged glass, panels, paintwork, including rust or corrosion;
- navigation system updates;
- repairs by persons other than an authorised Audi dealer;
- effecting or repairing alterations or modifications to the Vehicle;
- work necessary due to negligence, misuse or abuse, accidental or intentional damage, misfuelling, cigarette or food/drink related damage, water entry, or exceeding any of the manufacturer's specifications maximum speeds,revolutions or load capacities;
- work necessary due to fire, flood, Acts of God, war,acts of terrorism or any other cause beyond the reasonable control of Audi;
- repairs necessary as a result of failing to service theVehicle in accordance with these terms and conditions or your failure to meet your obligations/ responsibilities as set out herein;
- vehicle recovery, towing or other related travel costs;
- work involved in daily or other regular checks to the Vehicle;
- service or maintenance work of non-genuine Audiparts or accessories;
- any other check or item not included in this AA Certificate.

5. Your responsibilities

It is your responsibility to ensure that the Vehicle is presented at a Participating Audi Dealer during normal working hours for servicing at each of the Service Intervals. If you miss any Service Interval, additional work may be identified which is not included in Audi Service Plan.

You must also:

(a) comply with the instructions in the Audi Owner's Service Booklet and take steps to minimise any Vehicle damage in the event of Vehicle defect or failure; and

(b) maintain, operate and use the Vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

6. General

Audi Service Plan applies in addition to any statutory rights or remedies that you may have, including under the Australian Consumer Law. These Terms and Conditions do not in any way exclude, restrict, limit or modify those rights or remedies. The carrying out of work/service on the Vehicle under Audi Service Plan may result in the loss of any user generated data electronically stored within the Vehicle (including data, songs or files stored on the Vehicle's hard drive). Please ensure that you have made a copy of any such data in an alternative media before delivering the Vehicle for anywork under Audi Service Plan. These Terms and Conditions may be amended from time to time. Amendments will be published on the Audi website **www.audi.com.au** and will take effect immediately on publication.

7. Privacy Collection Statement

Volkswagen Group Australia Pty Ltd, ABN: 14 093 117 876 trading as Audi Australia collects your personal information as part of the Audi Service Plan. Audi will use and disclose your personal

information for its business purposes, including administering the Audi Service Plan and contacting you for customer care related enquiries. Audi may disclose personal information to, or share it with, its related bodies corporate, Authorised Audi Dealers or other third parties associated with Audi, which may be located outside Australia, including in Germany. Audi's privacy policy is available at https://www.audi.com.au/au/web/en/privacy_policy.html and explains how you can access and correct your personal information, how you can make a complaint and how Audi deals with complaints.

8. Further Information

For further information, please contact your Participating Audi Dealer or Audi Customer Assistance on 1800 502 834.

Audi Advantage Warranty Terms and Conditions

The following terms and conditions apply to the Audi Advantage warranty.

This Audi Advantage warranty starts from the date detailed in this AA Certificate for a period of two years, with unlimited kilometres coverage and an unlimited number of potential claims. This warranty is subject to each of the terms and conditions applicable to the Audi new vehicle warranty as recorded in the Service and Warranty Information Australian supplement to the Owner's Manual issued to you with your vehicle (**Owner's Manual Supplement**) and as published on audi.com.au.

Capitalised words in this Audi Advantage warranty have the same meaning as given to them in the Audi new vehicle warranty. To the extent of any inconsistency between these Audi Advantage warranty Terms & Conditions and the terms and conditions applicable to the Audi new vehicle warranty, these Audi Advantage warranty Terms & Conditions shall prevail.

This warranty applies only in respect of the vehicle identified on this AA Certificate issued at the point of sale of the Audi Advantage package (**the Vehicle**)

If you have any questions that are not answered within this document, your Audi authorised dealer will be able to advise you. To locate your nearest Audi authorised dealer, please visit www.audi.com.au

1. Warranty Provider

This Audi Advantage warranty is provided to you by Volkswagen Group Australia Pty Ltd, ABN: 14 093 117 876 trading as Audi Australia (**"Audi" or "Audi Australia**") Level 7, 895 South Dowling Street, Zetland NSW 2017. You may contact us by phone on 1800 502 834 or by email at customerassistance@audi-info.com.au.

2. 115 Point Pre-Check

If the manufacturer's (Audi) warranty (including extended warranties) has expired, the vehicle must have had a 115 point pre-check completed by an Audi authorised dealer where it was deemed to be free from defects prior to the Audi Advantage warranty being applied. Audi Australia will not accept liability for a claim if it is proven that the defect associated with this claim was present prior to the application of this warranty.

3. Transfer of Ownership

This Audi Advantage warranty is not transferrable between vehicles and will stay with the Vehicle even in the event of a change in owner.

4. Vehicle Defects

If, despite proper driver treatment and proper prescribed maintenance, defects in original material or manufacture occur in your vehicle during the chosen warranty period, then any authorised dealer will rectify such defects free of charge upon obtaining approval from Audi Australia. Audi Australia does not accept liability for any item which fails due to normal wear and tear, driver abuse or unauthorised modifications nor for any defect in material or manufacture, or from the non-professional repair or maintenance of the vehicle. Not all repair, adjustments and replacements result from defects in materials or manufacture.

5. Coverage

The Audi Advantage warranty does not:

a. extend the period of cover provided under the new vehicle warranty in relation to body and paintwork

6. Warranty Entitlements

Any obligations imposed on the vehicle owner or exclusions or limitations applying to the warranty coverage, specified in the Audi new vehicle warranty as applying for the *term* of the Audi new vehicle warranty, apply equally to the period of warranty cover provided by this Audi Advantage warranty. The rights and obligations under the Audi Advantage warranty are separate and additional to any rights that you may be entitled to under law in relation to your Vehicle. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a refund or replacement for major failure and compensation for reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the good fail to be of acceptable quality and the failure does not amount to a major failure.

7. Warranty Exclusions

The Audi Advantage warranty will not apply:

- If the Vehicle is older than 8 years of age (from the Warranty Start Date)
- If the Vehicle has travelled 120,000km or more
- If the Vehicle has an existing Audi Service Plan or manufacturer's or extended warranty where the expiry date of that Audi Service Plan or that warranty occurs after the vehicle reaches 8 years of age (from the Warranty Start Date)
- If the Vehicle has not been serviced and maintained as per the manufacturer's recommendations
- If the Vehicle is being used for hire, car sharing, driver instruction or conveyance of passengers for fare or reward
- If the Vehicle is being used for any commercial purpose for payment or reward
- If the Vehicle is being or has been sold for use as a rental vehicle
- If the Vehicle has been modified from Audi's original specifications
- If the Vehicle is being used outside Australia
- If the Vehicle is being used for courier purposes, on mining sites and / or mail delivery services
- If the Vehicle was not imported into Australia by Audi Australia or its authorised distributors
- To defects are caused by abuse or negligence
- To defects are caused by an accident or misadventure
- To defects caused by work carried out by repairers other than authorised Audi Dealers or Audi approved repairers
- To defects caused by installation or use of non-genuine parts
- If the Vehicle has been loaded beyond the manufacturer's specifications
- Deterioration due to use and exposure and or damage/corrosion from environmental conditions such as fall-out, salt, stones, tree sap, bird droppings, hail, flood or acts of God

8. Claiming

All claims under your Audi Advantage warranty must be made at your own expense and through an authorised Audi Dealer. A list of authorised Audi Dealers and their contact information can be found at audi.com.au or by calling 1800 502 834.

Audi Advantage Roadside Assistance Terms and Conditions

The following terms and conditions apply to the Audi Advantage Roadside Assistance.

The Audi Advantage (Audicare Roadside Assistance) offers reliable and secure roadside assistance 24 hours a day, 365 days a year. To access Audicare Roadside Assistance, simply call us on 1800 818 833. Please have the following information ready when you call:

- Your name and telephone number;
- Your breakdown location (stating the nearest cross street where possible);
- Your membership number and expiry date;
- Your vehicle registration number;
- A description of the problem.

Who is the Roadside Assistance Provider?

Roadside Assistance is provided by AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance' (Allianz Global Assistance). Whenever you request roadside vehicle assistance under your membership, you will be making that request to Allianz Global Assistance, who will provide the services on the terms and conditions set out below. The terms and conditions contain exclusions and limitations.

Eligibility criteria

In order to be eligible for roadside assistance, your vehicle must be a roadworthy well-maintained vehicle and have been purchased from a participating Audi Authorised Dealer.If your vehicle is not a roadworthy well-maintained vehicle, we may still arrange a roadside assistance provider to service your callout but we will inform you of the cost that will be charged to provide you with assistance. This cost will be your responsibility. Your vehicle must be no more than 9 years old (from the original new car warranty start date).

Please stay with your vehicle

Once a roadside service provider has been called, it is important that you remain with your vehicle if it is safe to do so. Should we arrive at the scene of the breakdown and the vehicle is unattended, we will be unable to carry out any work and payment may be required for any subsequent callouts to assist with the same incident. If you require assistance and have to leave your vehicle for safety reasons, please advise the customer service assistant at the time of the initial call.

Tele-assist

Once our customer service assistant receives your call, we will provide general advice about the operation of your vehicle. If your vehicle is immobilised, we will provide an over-the-phone diagnosis (where possible) to get your vehicle mobilised.

Roadside assistance

If our customer service assistant is unable to get your vehicle mobilised over the telephone, we will dispatch a service provider to assist in the following ways:

- **Flat batteries**

Flat batteries can occur. If you find yourself immobilised with a battery problem, we will attend to your vehicle, test the battery for performance, jump-start the flat battery or coordinate a battery replacement if required. Should the battery still be covered under the warranty period, the battery replacement will be at no cost to you. However, if the battery is outside the warranty period and requires replacement, the cost of the replacement battery will be charged to you.

- **Emergency fuel**

If your vehicle runs out of fuel, we will provide sufficient petrol, diesel or AdBlue (to a maximum of 10 litres) for you to travel to the nearest available petrol station. If you drive an LPG fuelled vehicle, we will tow your vehicle to the nearest petrol station, subject to the towing limits set out below. In the event that wrong fuel is added to the vehicle, towing to the nearest authorised repairer will be coordinated at your cost. If your vehicle is towed to an Audi dealer, we will provide $200 towards the cost of the tow.

- **Flat tyres**

If you find yourself with a flat tyre, we will change it with the vehicle's serviceable spare wheel or use the tyre repair kit (if available). If your vehicle is not equipped with a spare wheel or tyre repair kit, we will transport the vehicle to an approved tyre outlet or authorised repairer, whichever is the nearest (subject to the towing/transportation limits).

Should additional services be required beyond this due to multiple flat tyres, the spare tyre being unserviceable, replacement wheel studs/nuts not being available or lockingwheel nut key not available, towing will be provided at your cost.

- **Lost or locked keys**

If you lose your keys or lock them in your vehicle, we will provide all reasonable assistance (subject to proof of ownership shown) to:

- locate and deliver a spare key or
- arrange for the driver to retrieve the spare key, if this is more practical; or
- gain access to your vehicle (once a consent and indemnity form has been signed by you).

In all other situations where the key is not available, we will arrange to transport the vehicle to an authorised repairer, where the appropriate entry methods may be used. We will not be responsible for any damage incurred, or for any repair costs that result from gaining access to the vehicle or moving the vehicle while it is locked. A limit of $150.00 (inc.GST) applies to this benefit. All additional costs are your responsibility.

- **Towing/transportation**

If your vehicle cannot be mobilised at the breakdown location, we will deliver your vehicle to either the nearest Audi dealer, or your preferred Audi dealer, provided your preferred Audi dealer is no more than 40 kilometres beyond the nearest Audi dealer.

If the breakdown has occurred after business hours, we will arrange for your vehicle to be stored at a secure facility and delivered to the authorised repairer the next working day. For e-Tron models, we will arrange towing either to the nearest charging point, the nearest Audi dealer or to your home, whichever is the nearest within towing limits.

- **Accident Coordination**

Following an accident, we will coordinate towing arrangements and will also provide advice on accident procedures. If required, we will coordinate alternative transport to enable you to continue your journey. All accident towing and alternative transport costs are your responsibility.

(Note that these costs, subject to the payment of any excess, may be recoverable from your insurance company under an appropriate insurance policy. You will be responsible for contacting your insurance company.)

- **Bogged vehicle**

We will, at your cost, attend and recover your vehicle from a bogged situation provided that reasonable and safe access is available to a conventional two wheel drive recovery vehicle and no other specialist equipment is necessary. All costs will be your responsibility.

- **Caravan & Trailer Assistance**

If your vehicle suffers a breakdown and requires transportation to a repairer, we will coordinate transport of the attached caravan or trailer to the same repairer or nearest safe location at your cost.

- **Taxi**

If your vehicle cannot be mobilised due to a breakdown andmust be transported to the nearest authorised repairer, we will provide one taxi ride per incident, to a maximum value of $100.00 (inc. GST) so you and your passengers can continue your journey to your intended destination.

- **Emergency accommodation**

If your vehicle is immobilised by a breakdown for more than 24 hours and you are more than 70 kilometres from your home, we will provide five (5) nights of accommodation up to the value of $150.00 (inc. GST) per night (room cost only) should you decide to remain with your vehicle while it is repaired locally, or if alternative transport is unavailable. Any amounts charged in excess of this limit will be at your cost. This benefit will stop once your vehicle has been repaired. In addition to five (5) nights of emergency accommodation, we will provide a rental vehicle for up to three (3) days to a value of $100.00 (inc. GST) per day.

- **Car rental**

If your vehicle is immobilised by a breakdown, we will provide a rental vehicle for up to ten (10) days. Any amount charged in excess of this limit will be at your cost. You will be responsible for all fuel costs, toll charges, insurance excess reduction, excess kilometre charges, any traffic infringements, relocation fees, any damage and any excess or insurance waivers on the rental vehicle. Rental vehicle benefits cease on the day the vehicle has been repaired. Cannot be used in conjunction with Emergency Accommodation &/or Alternative Transportation.

- **Alternative transportation**

Should hotel accommodation or a rental vehicle be unavailable following the immobilisation of your vehicle due to a breakdown (for more than 24 hours) and you are more than 70 kilometres from your home, we will transport you and up to four of your passengers to your home or to your intended destination up to the value of $450.00 (inc. GST). Any amounts charged in excess of this will be at your cost.

- **Vehicle relocation**

Vehicle relocation will be provided where your vehicle has a breakdown more than 70 kilometres from your home and cannot be repaired on the same day. If you have left the vehicle to continue your journey, vehicle relocation will be provided to deliver the vehicle, once repaired, to your home or intended destination (whichever is the nearest) where the distance between you and the selected authorised repairer is greater than 100 kilometres. Alternatively, return transport will be provided to enable the driver to pick up the repaired vehicle.

- **Urgent message relay**

Following a breakdown or accident, we will relay urgent messages to family, friends or business associates likely to be affected or concerned by the disruption or delay and/or provide advice on local transport options and alternatives.

- **Legal advice**

Telephone legal advice is available from one of our preferred legal firms for preliminary advice on any matter involving the use or ownership of your vehicle. Advice is confidential and there are no consultation fees or telephone charges. It does not extend to written advice, preparation of briefs or personal interviews.

- **Medical advice**

Urgent telephone medical advice provided by a qualified nurse or doctor is available 24 hours a day. Medical advice will also be extended to any direct family members if they are travelling with you or if they are at home while you are travelling. You will be responsible for all associated medical costs.

- **Property Assistance**

Should any unforeseen household emergency arise due to fire, flood, storm, earthquake or burglary, whilst travelling away from your home in your vehicle, we will arrange for the appropriate provider to attend the driver's home and minimise further loss or damage and ensure personal safety. We will arrange the assistance, however, all repair costs, supervision and authorisation of repairs are your responsibility.

Exclusions and limitations

We provide general roadside assistance. We will not be responsible for the cost of any parts or components for the roadside repair of the vehicle, other than minor breakdown repairs. Please note:

1. We will not be responsible or liable for any additional or increased costs and expenses incurred as a result of the vehicle being outside a service area.
2. Subject to the statutory consumer guarantees and remedies available to you under the Australian Consumer Law and except to the extent caused by our negligence or our agents or service providers, we are not required to provide the roadside assistance services and will not be responsible or liable for any costs and expenses (or any increased costs or expenses) incurred in connection with oras a result of:
    a) the vehicle not being registered on our roadside assistance system where membership data is stored;
    b) the vehicle being unregistered;
    c) the vehicle being unattended;
    d) the vehicle being involved or connected to any form of motor sports (including driving on a racetrack or competing in organised road or off-road rallies);
    e) vehicle abuse or neglect by you (as reasonably determined by us or Audi);
    f) you failing to use reasonable care with the vehicle;
    g) failure by you to conduct regular preventative vehicle maintenance or provision of inappropriate repair or maintenance to the vehicle;
    h) repeated service calls due to member related faults;
    i) failure by you to comply with any instructions or directions provided with or attached to the vehicle;
    j) accident damage, any damage arising from or caused by an impact or collision or accidental damage of any nature, any attempted or successful theft or break-in of the vehicle (but excluding the provision of and cost of providing any accident-related services which we agree to arrange or provide);
    k) failure by you to comply with instructions reasonably provided by us, our agents or service providers;
    l) failure by you to comply with any applicable road laws or regulations;
    m) bogged vehicles;
    n) caravans or trailers;
    o) vehicles operating as taxis, limousines, rental vehicles, hire vehicles;
    p) heavy haulage vehicles or vehicles that, in our opinion, require a heavy haulage towing provider due to the weight, length, width or height of your vehicle.

3. Where we incur costs under item 2 above, you will be responsible for the cost and must make payment in the amount and manner as advised by us. Additionally, if any of those events result in more than 5 callouts per year, we will be entitled to suspend your membership by giving you 30 days prior written notice with an explanation of the decision.

4. Services provided by us are also subject to:
    - Resources being reasonably available in the vicinity of the breakdown or problem;
    - Any circumstance reasonably considered to be beyond our control (including but not limited to poor weather conditions such as heavy rain, cyclonic conditions, snow fall and flooding, as well as war,
      strikes, civil commotion, unexpected traffic conditions and telecommunication failures);
    - Areas being trafficable by a two wheel drive recovery vehicle;
    - Vehicle accident or traffic congestion;
    - Restricted access area requirements.

5. We have no obligation to pay for costs incurred in service calls where your vehicle is immobile in a workshop undergoing repairs, or undergoing mechanical or electrical repairs at your premises. We are not responsible or liable for any costs arising from work carried out by an authorised repairer, and all repairs and costs for repairs undertaken by the repairer are your responsibility.

Transfer of membership

Your membership is fully transferable to the new owner of the vehicle at any time during the membership period. Please contact us on 1800 818 833.

Australian Consumer Law

Despite anything contained in these terms and conditions, the Australian Consumer Law (ACL) gives you statutory rights including guarantees and remedies that cannot be excluded or modified by these terms and conditions. The ACL guarantees and remedies include (depending on the type of failure, fault, or defect and whether major or minor) repair or replacement, a refund, compensation for reasonably foreseeable loss or damage, or a resupply of services if the goods or services do not meet the standards required by the ACL.

Privacy

To offer or provide you with our products and services (or those we may offer or provide to you on behalf of our business partners) we, namely AWP Australia Pty Ltd ABN 52 097 227 177 trading as 'Allianz Global Assistance', and our agents and representatives, collect, store, use, and disclose your personal information including sensitive information.

We usually collect it directly from you but sometimes from others depending upon the circumstances and the product involved. For instance, we may collect your personal information from our business partners who may have provided you with a product or service including but not limited to travel insurance, roadside assistance with a vehicle purchase, Overseas Student or Visitor Health Cover, or other assistance services we arrange or provide.

For example, your personal information may be collected from your family members and travel companions, doctors, and hospitals if you purchase our travel insurance and require medical assistance. Likewise, we collect personal information from universities and your agents if you inquire about or apply for our Overseas Student or Visitor Health Cover. We are the 'data controller' and responsible for ensuring your personal information is used and protected in accordance with applicable laws including the Privacy Act 1988 and sometimes European Law (the GDPR) where our activities are within its scope. Personal information we collect includes, for example, your name, address, date of birth, email address, and sometimes your medical information, passport details, bank account details, as well as other information we collect through devices like 'cookies' when you visit our website such as your IP address and online preferences.

We use your personal information to offer and provide our products and services and to manage your and our rights and obligations in connection with any products and services you have acquired. For instance, we use it to assess, process, and investigate any travel or health insurance claims, and to liaise with Government Departments when necessary.

We may also use it for product development, marketing (where permitted by law or with your consent but not in connection with some products or services such as credit card insurances), customer data analytics, research, IT systems maintenance and development, recovery against third parties, fraud investigations, and for other purposes with your consent or where permitted by law. We do not use sensitive information for marketing purposes or provide that information to any third parties for marketing.

Your personal information may be disclosed to third parties (some of whom are data processors) who assist us to carry out the above activities both inside and outside of Australia, such as claims management providers, travel agents and intermediaries, insurers, investigators, cost containment providers, medical and health service providers, universities and other education institutions, roadside assistance and towing providers, vehicle manufacturers, overseas data storage (including 'cloud' storage) and data handling providers, legal and other professional advisers, your agents and broker, your travel group leader if you travel in a group, your employer if you have a corporate travel policy, your bank if you are the beneficiary of the bank's credit card insurances, insurance reference bureaux, and our related and group companies including Allianz. Some of these third parties may be located in other countries including in Europe, Asia, Canada, or the USA. We also, where necessary, disclose your personal information to Government Departments including for immigration and private health insurance purposes as well as to regulatory bodies.

With the exception of credit card insurances and some other products and services that we offer or provide on behalf of certain clients, we may, where permitted by law or with your consent, contact you by telephone, normal mail, email, electronic messages such as SMS, and via other means with promotional material and offers of products or services from us, our related companies, as well as offers from our business partners that we consider may be relevant and of interest to you. Where we contact you as a result of obtaining your consent, you can withdraw your consent at any time by calling us on 1800 023 767 or by contacting us – see below.

When you provide personal information to us about other individuals, we rely on you to have first obtained the individual's consent, and have made them aware of the matters set out in this Privacy Notice. You may also (1) seek access to your personal data and ask about its origin, the purposes of the processing, and details of the data controller or data processor, and the parties to whom it may be disclosed; (2) ask us to correct and update your personal information, (3) ask for a copy of your personal data in an electronic format for yourself or for someone you nominate. You may in some circumstances restrict the processing of your personal data, and request that it be deleted. Where your personal information is used or processed with your specific consent as the sole basis for processing (rather than on a contractual basis or legitimate interest), you may withdraw your consent at any time. You may not access or correct personal information of others unless you have been authorised by their express consent, or unless they are your dependants under 16 years of age.

If you have a request or complaint concerning your personal information or about data privacy, please contact: Privacy Officer, Allianz Global Assistance, PO Box 162, Toowong, QLD 4066, or email DataPrivacyAU@allianz-assistance.com.au.

You can also contact the Privacy Commissioner at the Office of The Australian Information Commissioner, GPO Box 218, Sydney, NSW 2601 if you have a complaint.

For more information about our corporate privacy policy and handling of personal information, including further details about access, correction and complaints, please visit our website at www.allianz-assistance.com.au and click on the Privacy & Security link.

If you do not agree with the matters set out in our privacy policy or will not provide us with the personal information we request, we may not be able to provide you with our products or services including the assessment and payment of any claims. In cases where we cannot comply with your request concerning your personal information, we will give you reasons why.

Definitions

In these terms and conditions, the following words have the following meanings:

accident: a vehicle damaged by impact or collision of any nature, or by attempted or successful theft or break in to the vehicle.

authorised repairer: an Audi dealer, a servicing dealer or a repairer that has been authorised and approved by Audi to undertake workshop repairs to the vehicle, or in areas where no authorised repairers are located, a repairer recommended by us. We are not responsible for any costs for work carried out by an authorised repairer (including a repairer recommended by us) and all repairs and costs are your responsibility.

breakdown: mechanical or electrical fault which has caused the vehicle to be immobilised or become unsafe to drive (whether in transit or otherwise). Breakdown can also include a flat tyre, flat or faulty battery, a vehicle which has run out of fuel or keys which have been locked in the vehicle or lost.

callout: roadside assistance provided by our customer service assistant over the telephone or by us or a service provider at or from the breakdown location.

home: your home or business address as registered on our roadside assistance system.

minor breakdown repairs: minor repairs of an immobilised vehicle (including components) to facilitate the immediate mobilisation of the vehicle. It does not include workshop repairs which may require diagnostic equipment or parts or repairs and does not include servicing of vehicles.

mobile or mobilised: means moving or capable of moving using the vehicle's own power and as intended by the manufacturer when operating normally. "Immobile" and "immobilised" have the corresponding meaning.

restricted access area: an area that is protected by security and/or other systems designed to prevent access by unauthorised people and includes areas that we do not have permission to enter (including but not limited to airports, sporting venues, protests and concerts).

roadworthy well maintained vehicle: maintained vehicle that is mechanically sound and otherwise fit to be operated and driven on Australian roads. The vehicle will comply with the minimum safety and other standards required by Australian road safety and transport laws and regulations and also be maintained and serviced by qualified personnel to the vehicle manufacturer's recommended standards and specifications set out in the vehicle service booklet and instruction manual.

service area: an area or location in mainland Australia with made roads or Tasmania, Phillip Island, North Stradbroke Island, Moreton Island, Kangaroo Island, King Island, Fraser Island and Thursday Island. In the event where the provision of services incurs ferry or over-sea transport costs, you will be responsible for such extra costs.

service provider: a mobile mechanic, tow truck operator or other roadside assistance provider nominated by us.

serviceable spare: a wheel and tyre that is ready and able to be fitted to mobilise your vehicle after changing a flat tyre.

vehicle: your nominated vehicle registered on our roadside assistance system.

we or **us** or **our**: AWP Australia Pty Ltd ABN 52 097 227 177 trading as Allianz Global Assistance, our employees, agents, contractors, and related companies.

you or **your**: the member.