

Audi Genuine Care – Service Plan Terms and Conditions



1. Introduction

This document sets out the terms and conditions relating to the purchase of an Audi Genuine Care - Service Plan ("Audi Service Plan"). Audi Service Plan is provided by Audi Australia Pty Ltd ABN: 86 077 092 776 (Audi).

Audi Service Plan may be purchased from participating Australian Audi dealers (Participating Audi Dealers) for eligible Audi vehicles up to 12 months from the first date of vehicle registration in Australia (or, in the case of an unregistered vehicle, up to 12 months from the date of delivery to the first purchaser), subject always to the relevant vehicle not having had its first service performed at the first service interval identified on the ASP Certificate.

Audi Service Plan applies only in respect of the vehicle identified on the ASP Certificate issued at the point of sale of Audi Service Plan (the Vehicle). Audi Service Plan is transferable upon the sale of the Vehicle. A 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 date of first registration set out in the ASP Certificate for the Vehicle and shall continue until the closing date or closing kilometres, whichever occurs first as specified on the ASP Certificate for the Vehicle (Eligibility Period). For the avoidance of any doubt, the Eligibility Period commences from the date the Vehicle was first registered in Australia.

Your right to redeem Audi Service Plan cover for the Vehicle expires immediately upon expiry of the Eligibility Period.

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 the ASP Certificate (Service Intervals), you will be entitled to arrange for a Participating Audi Dealer to carry out the following scheduled service work in relation 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 ASP Certificate are covered. Specifically the following items are included within Audi Service Plan:

- ▶ computer systems - carry out fault memory check using the Audi Diagnostic tester;
- ▶ oil change service including oil, parts and labour; inspection service including oil, parts and labour; service display - reset
- ▶ service indicators; 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 for correct 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 any damage; check all oils and fluids for leaks;
- ▶ update service label with next service date and kilometres; windscreen wash additive renewal and check;
- ▶ carry out quality check and road test;
- ▶ check steering track rod ends for excessive play and inspect boots for damage; and
- ▶ other vehicle checks as may be set out in the ASP 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 the ASP 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 Service Plan (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 the Vehicle 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 Audi parts or accessories;
- and any other check or item not included in the ASP 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. 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 compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure.

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 any work 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

Audi Australia Pty Ltd ACN 077 092 776 (**Audi**) 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.