

Audi Experience Terms and Conditions (21/12/2020)

1 Introduction and definitions

1.1 Introduction

- (a) The Audi Experience program is intended to provide benefits to owners of new Audi vehicles.
- (b) Audi will use reasonable endeavours to procure that Authorised Audi Dealers provide the benefits under the Program to Members, but Authorised Audi Dealers do not have any authority to bind Audi with respect to the Program.
- (c) A Member may request that membership of the Program be terminated at any time.
- (d) Audi may assign this Agreement at any time at its absolute discretion.
- (e) These terms and conditions are governed by the laws of New South Wales and the parties submit to the non-exclusive jurisdiction of the Courts and Tribunals of NSW.

1.2 Definitions

Audi means Audi Australia Pty Limited (ABN 86 077 092 776).

AudiCare A+ means the AudiCare Roadside Assistance program and associated benefits as set out in the Audi Service Schedule for the relevant Eligible Vehicle.

AudiCorporate Program means any Audi corporate benefits program run by Audi which entitles members of that program to a range of potential benefits.

Authorised Audi Dealer means an approved Audi dealer or an authorised distributor of Audi vehicles, as determined by Audi from time to time.

Audi Experience Image Policy means the policy set out in clause 8.3

Audi Experience Expansion Period means a period of 12 months commencing on the date on which a scheduled service for an Eligible Vehicle is performed at an Audi Service Centre.

Audi Service Centre means a service centre or repairer authorised by Audi to provide scheduled servicing to Audi vehicles.

Eligible Owner means the owner of an Eligible Vehicle, or in the case of the vehicle being owned other than by one natural person, the natural person that is first nominated by the purchaser of the Eligible Vehicle to receive the personal benefits of Membership of the Program.

Eligible Vehicle has the meaning set out in clause 2.

Event means an event referred to in clause 5.

Event T&Cs mean terms and conditions relating to events that may from time to time be offered to Eligible Owners as part of the Program, including those notified as part of any communication to Eligible Owners and as set out on any website referring to the event.

Member means an Eligible Owner accepted to membership of the Program pursuant to clause 3.1 and whose membership of the Program has not ended pursuant to clause 3.3; and *Membership* has a corresponding meaning.

myAudi means the online myAudi program operated by Audi.

Program means the Audi Experience program.

Tier 1 Member has the meaning set out in clause 3.2(f).

Offer means an offer made to a Member, and includes offers made by Audi on its own behalf or offers made by Audi on behalf of its corporate partners.

Offer T&Cs means terms, conditions, limitations and exclusions relating to Offers that may from time to time be made to Eligible Owners as part of the Program, including those notified as part of any communication to Members and as set out on any website referring to the offer.

Tier 2 Member has the meaning set out in clause 3.2(e).

Tier 3 Member is a Member that is not a Tier 1 Member or a Tier 2 Member.

Warranty means, in relation to new vehicles, the manufacturer's factory warranty which normally expires three years from the date of first registration of the vehicle. For the avoidance of doubt, extended warranties purchased at the time of purchase of a new vehicle are excluded, and if the manufacturer's factory warranty is for a period of greater than three (3) years, the Eligible Owner will only be entitled to be a Member of the Program for the first three (3) years after first registration of the Eligible Vehicle.

2. Program eligibility through ownership of Audi vehicles

Vehicles eligible to grant their owner the right to become a Member of the Audi Experience Program are Audi vehicles:

- (a) purchased from an authorised Audi dealer that are in the first three years of the vehicle's initial manufacturer's warranty period, including:
 - (i) Audi Approved Plus vehicles,
 - (ii) Audi vehicles purchased as demonstrator models; or
 - (iii) Audi vehicles purchased under the Corporate Program; or
- (b) that had a scheduled service performed at an Audi Service Centre in the last 12 months,

provided that the vehicle is not used for commercial hire or as part of a fleet, such as a fleet manager/buyer (**Eligible Vehicle**).

3. Membership of the Program

3.1 Entitlement to membership of Program

- (a) An Eligible Owner may become a Member of the Program by registering through the myAudi portal.
- (b) Only one person is permitted to become a Members of the Program per Eligible Vehicle. Program benefits are not transferable.
- (c) Acceptance to Membership of the Program is at Audi's absolute discretion.

(d) Each Member is responsible for ensuring that his or her email address and other contact information is correctly recorded and up-to-date. You may contact us to verify or update your personal information.

3.2 Higher tiers of membership

(a) Audi proposes to create a tier system of membership to reward customers based upon their lifetime vehicle purchases spend with Audi.

(b) Over time, the Program may reward Members more benefits based on their tier, with Tier 1 being the highest and Tier 3 being the lowest tier.

(c) The calculation, known as lifetime vehicle purchase total, is based at an individual owner level, using the owner name provided at the time of sale by the Audi dealership or Audi of an Audi vehicle to the Member. If a vehicle is purchased under a corporate and the vehicle owner is under the company name, Audi may not be able to recognise the sale under the individual's name, even if that individual is nominated as the Eligible Owner for the purposes of the Program. The value attributed to the individual owner will be Audi's list price for the Eligible Vehicle purchased, excluding any options.

(d) The entry level of membership is Tier 3.

(e) Members with a lifetime vehicle purchase total exceeding \$85,000.00, but less than or equal to \$150,000.00 will be admitted to Tier 2 Membership.

(f) Members with a lifetime vehicle purchase total exceeding \$150,000 will be admitted to Tier 1 Membership.

(g) Audi may admit a Member to a higher tier of Membership of the Program based upon such other criteria as determined by Audi on a case by case basis or otherwise, in its absolute discretion from time to time.

3.3 Duration of Membership

(a) Membership of the Program ceases upon the expiry of the first three years of Warranty or the sale of the Member's Eligible Vehicle (whichever is earlier).

(b) If the Member has more than one Eligible Vehicle, then Membership ceases upon the expiry of the first three years of the Warranty for the last purchased Eligible Vehicle, or sale of all Eligible Vehicles (whichever is earlier).

(c) Irrespective of whether the the first three years of Warranty has expired, Membership of the Program will continue for the Audi Experience Expansion Period.

(b) If a Member sells their Eligible Vehicle to a third party (**New Owner**), and the New Owner completes a successful change of ownership, the New Owner will be entitled to become a Member of the Program for the remainder of the Warranty or for the duration of the Audi Experience Expansion Period.

(c) Members of the Program are required to notify Audi if their vehicle ceases to be an Eligible Vehicle.

(d) Upon the cessation of membership of the Program, the Member's entitlement to any benefits conferred by membership of the Program ceases.

3.4 Cancellation or suspension

Audi may terminate the Program Membership of a Member immediately upon notice if:

(a) Audi elects to cancel or terminate the Program within its sole discretion;

(b) the Eligible Owner suffers a corporate or a personal insolvency event; or

(c) the Member or his or her guest behave in a manner that Audi considers to be contrary to Audi's brand values or brings Audi or its related bodies corporate, associates or corporate partners into disrepute.

3.5 Changes to the program

Audi may vary the benefits to be provided, and these terms and conditions, at any time by notice to Members of the Program. If the varied terms and conditions are not agreed, Members may terminate their Membership of the Program.

4. Program Benefits

If a Member does not otherwise have the following benefits, then whilst a Member of the Program, and in accordance with these terms and conditions, that Member will be entitled to the following benefits.

(a) Events;

(b) Partner Offers

Audi will provide to Tier 1, Tier 2 and Tier 3 Members exclusive invitations to a range of sporting, arts and lifestyle events. Events tickets will be limited in number and demand is likely to be high.

Each Member is entitled to attend two Events in each calendar year of Membership of the Program. Audi, in its absolute discretion, may make invitations to Events that do not count towards a Member's entitlement to attend two Events per calendar year of Membership, which will be notified as part of Event T&Cs.

Members will be sent emails to their registered email address notifying of upcoming Events, including details such as booking dates and Event T&C's. Members will not be permitted to book for events that are scheduled after their Membership of the Program ceases.

4(d)(i) Event tickets subject to availability

Events are subject to availability and limitations on ticketing, as well as any Event T&Cs.

Unless otherwise specified in Event T&Cs, allocation of tickets will be on a first-come, first-served basis. An Event will only be confirmed as booked upon receipt by the invited Member of an email confirming booking (and receipt of payment, if applicable). From time to time at its absolute discretion, Audi will prioritise event invitations by tier, such that Tier 1 may receive invitations first, followed by Tier 2 then Tier 3.

4(d)(ii) Eligible Owners, Guests and transferability of tickets

Participation in an Event is limited to the invited Member, and if specified as part of the invitation or Event T&Cs, the Member may invite a guest to an event. Participating Members must acquaint their guest(s) with the Event T&C's including the Audi Personal Information Collection and Use Statement and the Audi Experience Image Policy. Event invitations are restricted to and are not transferable by the invited Member. Audi may request that Event participants provide identification to identify

themselves as invited Members. Event benefits may not be transferred, sold, or exchanged for cash or credit.

4(d)(iii) Modification/Cancellation by Eligible Owner

A Member holding a booking for an Event may modify or cancel a booking for an Event through the myAudi Owners' portal. The right to modify or cancel a booking may normally be undertaken not later

-5-

than 1 business day before the Event, although cancellation fees may apply. However, different restrictions or limitations on modification or cancellation (including as to entitlements to refunds, if any) may be imposed by the Event T&Cs.

4(d) (iv) Standard refund policy

Unless otherwise specified in an Event's T&Cs, an Event booking cancelled not later than 10 business days before the Event will be entitled to a full refund of the Event ticket price, and the Event attendance entitlement reset. Cancellations by Members within 10 business days of the Event will result in forfeiture of the ticket price and Event attendance entitlement.

4(d)(v) Modification/Cancellation by Audi

Audi reserves the right to vary or cancel any Event, in which case, a Member holding a confirmed ticket will be entitled to a full refund of the Event ticket price and the Event attendance entitlement reset.

4(d)(vi) Terms and conditions of Event providers

Tickets to Events may be issued by third party providers, such as theatres or sporting grounds. Members and their guests are subject to the terms and conditions imposed by the issuer of the ticket, the venue of the Event and the provider of any ancillary goods or services, such as parking. For example, theatres may prohibit flash photography by ticketed patrons, and car parks limit their liability. Event start and finish times quoted are approximate and may vary.

It is the responsibility of each Member to verify the terms and conditions imposed by third parties before ordering tickets through Audi Experience. If a ticketed Member does not agree to the terms and conditions imposed by third parties with respect to the event, the Member may contact the Audi Experience Team to discuss the matter.

(e) Corporate Partner Benefits. Members may be provided with Offers from corporate partners of Audi Australia. Any such Offers will be subject to Offer T&Cs which will be provided at the time of making the Offer. Acceptance of an offer from a corporate partner may be subject to terms, conditions, limitations and exclusions, and may also require verification of your Audi Experience membership status, as well as your acceptance of Audi's or the corporate partner's Personal Information Collection and Use Statement, Privacy Policy and Image Policy.

Unless otherwise stated in the Offer T&Cs, Offers are non-transferrable and may only be accepted by the Member. Offers cannot be refunded, exchanged or redeemed for cash or credit. Offers may specify participating retailers or locations and minimum spending requirements.

Offers made by Audi on behalf of third parties are made as agent for the third party, and Audi accepts no liability if you are unable to obtain the benefit of any Offer made by a corporate partner for any reason.

5. Limitation of Liability

To the maximum extent permitted by law, Audi will not be liable to Members or Eligible Owners, or their employees, contractors or agents for any failure to fulfil, or delay in fulfilling, its obligations under the Program, or with respect to any Event, caused by circumstances outside Audi's reasonable control.

To the maximum extent permitted by law, all warranties and conditions expressed or implied by statute, common law, equity, trade custom or usage or otherwise howsoever are expressly excluded, and Audi is not liable to you or anyone else for any loss or damages (including direct, indirect, special or consequential loss) arising out of or in connection with the Program, any Event (including your or your guest's attendance at the Event, or its deferral or cancellation), the performance by Audi or a failure or delay to perform its obligations under these terms and conditions for whatever reason and however arising, including for Audi's negligence.

Participation by a Member, and any guest, at an Event is at the participant's own risk, and the Member releases (and will procure that any guest releases) Audi from any loss or damages (including direct, indirect, special or consequential loss) arising out of or in connection with the Program, any Event (including your or your guest's attendance at the Event, or its deferral or cancellation) for whatever reason and however arising, including for Audi's negligence; and the Member will hold Audi harmless against all claims made by any guest of the Member arising out of or in connection with the Program of any Event.

6. Contact

Audi Contact Centre 1800 502 834 or Audi Experience Team
Email: event@audi.com.au

7. Privacy

7.1 Audi Privacy policy

Audi's Privacy Policy is found at www.audi.com.au/privacy and is incorporated into these terms and conditions.

7.2 Personal Information collection and use

Please see Audi's *Personal Information Collection and Use Statement* at www.audi.com.au/privacy.

In addition to the uses set out in Audi's *Personal Information Collection and Use Statement*, we will also use your personal information and the personal information of any guest that you have provided to us in accordance with the Audi Experience Image Policy and to ensure that you comply with your obligations to not transfer the benefits of Membership of the Program to any other person.

In order to provide you with offers from Audi's corporate partners, we may disclose your personal information to those corporate partners, who will then hold that personal information subject to their privacy policies.

7.3 Audi Experience Image Policy

Event participation is subject to this Audi Experience Image Policy. Members participating in an Event agree that they consent to be photographed, filmed and/or audio recorded during their participation in the Event; and consent to the use of those images and/or recordings by Audi, including their publication on the world-wide web, social media, Facebook, Instagram, Twitter and print publications for promotion, marketing, sponsorship or any other purpose in any form, without the requirement of a right of identification, attribution, royalty or payment. I acknowledge that copyright in all images or recordings will vest in Audi. If a Member invites a guest to an Event, the Member must notify the guest of the Audi Experience Image Policy prior to the guest's participation and procure the guest's consent

to the Audi Experience Image Policy. If images or recordings are taken by or on behalf of Audi, they will be held in accordance with the Audi Privacy Policy, and subject to the terms of the consent provided by this clause 8.

If you wish to participate in an Event but do not consent to the Audi Experience Image Policy, please contact the Audi Experience Team.