

1. Defined terms & interpretation

1.1 In this document:

Agreement means these Terms and Conditions together with the details outlined by the Customer's MSI Certificate.

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.

MINI means MINI Australia Ltd ABN 11 004 675 129.

MINI Service Inclusive or **MSI** means the services outlined in clause 2 and further described in Schedule 1 to these Terms and Conditions, and includes, where the context requires, a reference to MINI Service Inclusive Plus or MSI Plus.

MINI Service Inclusive Plus or **MSI Plus** means the services outlined in clause 2 and further described in Schedule 1 to these Terms and Conditions.

MSI Certificate means the document provided to the Customer, either physically or electronically, outlining the MINI Service Inclusive package that has been purchased or received.

CBS System means the MINI Condition Based Servicing system installed in the Vehicle.

Commencement Date means either the date of package purchase or, if applicable, the date of the Vehicle's first registration.

Conclusion of Initial Term means the date that the Customer is no longer entitled to receive the benefits of the MINI Service Inclusive package as the package's specified time period has elapsed or the Vehicle has reached the specified maximum mileage distance shown on the Vehicle's odometer, whichever occurs first, and includes any renewal or extension acquired by a Customer.

Customer means the owner of the Vehicle.

Initial Term means the Commencement Date until Conclusion of Initial Term.

Vehicle means a MINI branded vehicle that has a CBS System installed, has been distributed by MINI and, as identified by the CBS System, and MINI's records, is entitled to the services under the MINI Service Inclusive package and is classified as either a Vehicle Under 12 Months or a Vehicle Over 12 Months.

Vehicle Under 12 Months means a Vehicle which is either sold and delivered within 12 months of the date of the first registration of the Vehicle in any State or Territory or until the first scheduled service has been performed, whichever is later.

Vehicle Over 12 Months means a Vehicle which is either sold and delivered 12 months or more after the date of the first registration of the Vehicle in any State or Territory or has had their first scheduled service performed, whichever is earlier.

1A. 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.

2. What is included in your purchase of MINI Service Inclusive?

2.1 MINI agrees to provide the Customer with the applicable MINI Service Inclusive package as outlined in clause 2.6 in respect of the Vehicle, and as further described in the MSI Certificate.

2.2 MINI Service Inclusive is limited to apply to the Vehicle which the package was purchased for as identified by the CBS System, MINI's internal records and the MSI Certificate.

2.3 MINI Service Inclusive is transferable to a third party upon the sale of the Vehicle to that third party.

2.4 What services are provided?

(a) Upon the purchase of MINI Service Inclusive, and subject to these terms and conditions, MINI will supply the services outlined within these Terms and Conditions for the benefit of the Customer and the Vehicle.

2.5 How long is a Customer entitled to MINI Service Inclusive benefits?

(a) MINI's obligations under clause 2.1, 2.4 and 2.6 commence on the Commencement Date and will continue:

(i) for the Initial Term; and

(ii) conclude on the Conclusion of Initial term, unless renewed or extended for an additional period and specified maximum mileage distance on the terms specified by the MSI Certificate and agreed to by MINI.

(b) For the purposes of clause 2.5(a)(ii) above:

(i) one or more renewals or extensions may be acquired by a Customer at any time during the Initial Term and

no later than nine (9) months (or other period specified by MINI from time to time) after the Conclusion of Initial Term; and

(ii) for the avoidance of doubt, a Customer with an existing MINI Service Inclusive package may upgrade to a MINI Service Inclusive Plus package on renewal or extension, but not if the Vehicle is a Vehicle Over 12 Months at the time the first MINI Service Inclusive package is acquired, and correspondingly a Customer with an existing MINI Service Inclusive Plus package may downgrade to a MINI Service Inclusive package on renewal or extension.

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2.6 The Customer's entitlements under MINI Service Inclusive include:

(a) the Customer having the right, upon the CBS System indicating that a service is due, to arrange for an authorised MINI Dealer to carry out, during ordinary business hours, the following scheduled service work on the Vehicle:

(i) service work, as applicable to the Vehicle as stipulated on the CBS System including the supply or replacement of oil, filters, spark plugs and lubricants;

(ii) all recommended oil services and inspections as indicated by the Vehicle's CBS System; and

(iii) preventative treatment as MINI considers in its sole discretion as necessary, and

(b) the Customer is entitled to the services specified at Schedule 1 for the Vehicle which will be provided dependent upon whether the CBS System and MINI's internal records indicate that the Customer is entitled to MINI Service Inclusive or MINI Service Inclusive Plus (as applicable).

3. What are the package exclusions?

3.1 MINI Service Inclusive does not include:

(a) repairs resulting from normal wear and tear to the Vehicle;

(b) replacement of tyres;

(c) repairs necessary due to damaged glass, panels, paint work, including rust or corrosion;

(d) restoration, or special preparation for restoration, after long-term storage;

(e) repairs by persons other than an authorised MINI Dealer;

(f) effecting or repairing alterations or modifications to the Vehicle;

(g) work necessary due to negligence, accidental or intentional damage or abuse, fire, flood, Acts of God, war,

acts of terrorism or any other cause beyond the reasonable control of MINI or due to misfuelling, water entry,

misuse or exceeding any of the manufacturer's specified maximum speeds, revolutions or load capacities;

(h) repairs necessary as a result of failing to service the Vehicle in accordance with the CBS System;

(i) vehicle recovery, towing or other related travel costs (this may be covered by the applicable roadside assistance

programme);

(j) work involved in daily or other regular checks to the Vehicle;

(k) service or maintenance of non-genuine MINI parts or accessories; and

(l) service or maintenance work conducted outside Australia

3.2 Despite any other clause in these Terms and Conditions, if MINI or an authorised MINI Dealer reasonably determines that a Vehicle's odometer, CBS System or other relevant system in the Vehicle has been tampered or otherwise interfered with such that it no longer operates in accordance with the manufacturer's specifications, the Customer may no longer be entitled to receive the benefits of MINI Service Inclusive as if the Conclusion of the Initial Term were to occur immediately prior to the Vehicle being presented at MINI or the authorised MINI Dealer.

4. What are the Customer's responsibilities?

4.1 The Customer must take all reasonable steps to make the Vehicle available to the nominated authorised MINI Dealer during ordinary business hours at the relevant service interval specified by the CBS System of the Vehicle so that the relevant scheduled servicing can be performed. If the Customer misses any scheduled service, additional work may be identified and any costs will not be covered by MINI Service Inclusive. The Customer must comply with the instructions in the CBS System and take steps to minimise any Vehicle damage including in the event of Vehicle defect or failure.

4.2 The Customer must maintain, operate and use the Vehicle in accordance with the manufacturer's instructions and within the specified operating limitations.

4.3 MINI's obligations under MINI Service Inclusive are conditional upon the maintenance by the Customer of an accurate record of the distance travelled by the Vehicle and production of such record to MINI when required. Additional labour, items and servicing may be required in the service of the Vehicle and these costs will not be covered by MINI Service Inclusive.

5. General information

5.1 MINI Service Inclusive applies in addition to any statutory rights or remedies that the Customer may have, including under the Australian Consumer Law. These Terms and Conditions do not exclude, restrict, limit or modify those rights or remedies. Any rights and benefits which the Customer enjoys in terms of the new vehicle warranty conditions will not be affected by the provisions of MINI Service Inclusive.

5.2 Work conducted on the Vehicle under MINI Service Inclusive may result in the loss of user generated data electronically stored within the Vehicle such as data, songs or files stored on the Vehicle's hard drive. The Customer is advised to retain a copy of such material in an alternative media device before delivering the Vehicle for any work under MINI Service Inclusive.

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5.3 No refunds are payable where the MINI Service Inclusive package is not redeemed within the Initial Term (including any renewal or extension acquired by the Customer) or where the Customer is unable to redeem the MINI Service Inclusive package for the Vehicle for any reason, including but not limited to where the Vehicle is damaged beyond repair.

5.4 These Terms and Conditions and MSI Certificate may be amended by MINI from time to time. Amendments will be published on the MINI website www.MINI.com.au and will take effect immediately on publication.