

# BMW EXPLORER PACKAGE. TERMS AND CONDITIONS.

#### **DEFINED TERMS AND INTERPRETATION**

**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.

BMW means BMW Australia Ltd ABN 11 004 675 129.

**BMW Explorer Package** means the services detailed in clause 1(a) of these Terms and Conditions.

**Service Inclusive Package** means the BMW retail vehicle maintenance product.

**Commencement Date** means the date a Customer purchases the BMW Explorer Package.

**Conclusion of Term** means the date that the Customer is no longer entitled to receive the benefits of the BMW Explorer Package as the package's specified time period has elapsed or the Vehicle has reached the specified number of rental days.

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

**Customer** means the owner of the Vehicle.

**Vehicle** means a BMW branded vehicle that is entitled to the services under the BMW Explorer Package.

# 1. WHAT IS INCLUDED IN YOUR PURCHASE OF A BMW EXPLORER PACKAGE?

The BMW Explorer Package consists of access to the below selection of BMW Accessories for 12 days annually

#### (a) Accessories

- BMW 320 Ltr roof box
- BMW touring bike holder x 2
- BMW ski & snowboard holder

#### 2. PACKAGE TERM

The Explorer Package is valid for a period of 12 months from the package Commencement Date or maximum of 12 days accessories rental, whichever occurs first. On conclusion of the Term the customer is able to purchase another BMW Explorer Package. Subject to item 5 exclusion and limitations.

# 3. BOOKINGS AND APPOINTMENTS

Bookings must be made minimum 1 week in advance via online portal or directly with the participating dealer and confirmed by dealership with a set installation time.

Accessories are booked for a minimum 2 day period.

Weekend bookings – consists of a 3 day rental period with collection Friday pm and return Monday am.

Failure to advise dealer or return accessories within booked period will incur additional day use from 12 day allocation or daily charge of \$65 will apply if available days have been fully utilised.

### 4. CUSTOMER ENTITLEMENTS

As a BMW Explorer Package Customer you will have access to the BMW dealer's customer lounge and the associated facilities whilst your vehicle is being fitted with accessories

#### 5. EXCLUSIONS AND LIMITATIONS

The BMW Explorer Package:

- (a) is only available to customers who have an active Service Inclusive Package (Basic or Plus)
- (b) can only be purchased via participating BMW Beyond dealers
- (c) can ONLY be redeemed through the participating purchasing BMW dealer
- (d) damage of accessories during rental period is vehicle owners responsibility and will be charged for repair or replacement
- (e) BMW Explorer package does not include BMW roof racks which can be purchased directly from your local BMW dealer
- (f) BMW Explorer package accessories can only be fitted to Genuine BMW roof racks

The BMW Explorer Package cannot be transferred to another BMW dealer and is vehicle specific and cannot be transferred to another vehicle. No refunds are payable where the BMW Explorer Package is not redeemed within the Term or where the Customer is unable to redeem the BMW Explorer Package for the vehicle for any reason, including but not limited to where the vehicle is damaged beyond repair.

Offer applies at participating BMW dealers while stocks last and cannot be combined with any other offer. Stock may vary between BMW dealers. Excludes fleet, government and rental buyers. Consult your participating BMW dealer for further details. BMW Australia reserves the right to change, withdraw or extend the offer without notice.

# 6. 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.