

BMW & MINI TRADE CLUB - TERMS AND CONDITIONS

JUNE 2020

1.0 General

- 1.1** BMW has established the BMW & MINI Trade Club.
- 1.2** By submitting an application online at BMW & MINI Trade Club Website, the applicant:
 - i) warrants that the applicant is a Qualifying Customer; and
 - ii) agrees to become a Member of the BMW & MINI Trade Club, and to be bound by these Terms.
- 1.3** BMW may refuse an application in its absolute discretion.
- 1.4** These Terms incorporate the BMW & MINI Trade Club Rules.

2.0 General

- 2.1** During the Term, each Member will be entitled to the Benefits.
- 2.2** The Benefits may be made available to a Member by a BMW Agent, including a Participating Dealer, in BMW's absolute discretion.
- 2.3** Each Member will be entitled, during the Term and subject to these Terms, to purchase a BMW & MINI Trade Club Part at the BMW & MINI Trade Club Price from a Participating Dealer.
- 2.4** To be entitled to purchase a BMW & MINI Trade Club Part at the BMW & MINI Trade Club Price from a Participating Dealer, the Member must produce a valid BMW & MINI Trade Club Membership card or, in the case of orders submitted via telephone, fax or email, quote their valid BMW & MINI Trade Club Membership number.
- 2.5** A Participating Dealer will have no obligation to sell a BMW & MINI Trade Club Part to a Member at the BMW & MINI Trade Club Price if that Member fails to provide the necessary proof of Membership.
- 2.6** Purchase of a BMW & MINI Trade Club Part from a Participating Dealer will be subject to that Participating Dealer's terms and conditions of trade and BMW makes no representations regarding the availability of any BMW & MINI Trade Club Part.
- 2.7** BMW may, in its absolute discretion and at any time determined by BMW, change the Benefits, by:
 - i) including additional Benefits;
 - ii) removing existing Benefits;
 - iii) making certain Benefits available to some, but not all, Members;
 - iv) changing the parts specified as BMW & MINI Trade Club Parts by adding to, subtracting from or replacing parts; and
 - v) changing the Recommended BMW & MINI Trade Club Price.
- 2.8** BMW may at any time suspend or cancel all or any part of the BMW & MINI Trade Club.

3.0 BMW & MINI Trade Club Website

- 3.1** Whilst every effort will be made in compiling and maintaining the BMW & MINI Trade Club Website, BMW excludes liability for any inaccuracies, so far as is permitted by law.
- 3.2** Access to the BMW & MINI Trade Club Website will be subject to the Terms of Access, a copy of which will be available from the BMW & MINI Trade Club Website, or by contacting BMW. In accessing the BMW & MINI Trade Club Website, a Member agrees to be bound by the Terms of Access.
- 3.3** Each Member must maintain the confidentiality of their identification and login information and will be responsible for all access to and use of the account, whether authorized by the Member or not. A Member must promptly report to BMW any suspected or actual unauthorized use of their account of which they become aware.
- 3.4** Access to the BMW & MINI Trade Club Website must not be used to engage in any illegal or inappropriate activity, as determined by BMW in its absolute discretion.

4.0 Personal Information & Sales Transaction Data

- 4.1** Personal information provided by Members to BMW, a BMW Agent or a Dealer, which can be accessed, will be handled in accordance with the BMW Group Privacy Policy, a copy of which will be available from the BMW & MINI Trade Club Website, or by contacting BMW. BMW will only use the personal information for its business purposes, including sales, after sales, customer care, marketing, research and event invitation.
- 4.2** By submitting an application online at the BMW & MINI Trade Club Website, the applicant consents to their personal information being provided to companies in the BMW Group, BMW Agents, Dealers or other third parties associated with BMW, which may be outside Australia and agrees that personal information provided to a Dealer may be provided by that Dealer to BMW or a BMW Agent for purposes relating to the BMW & MINI Trade Club.
- 4.3** Members may be contacted and communicated with either via the telephone, post, facsimile, email or SMS. If a Member does not wish to receive future marketing related communications in relation to the BMW & MINI Trade Club a Member may contact BMW.
- 4.4** Sales transaction data relating to a Member's purchase of BMW & MINI Trade Club Parts from a Participating Dealer will be provided by the Participating Dealer to BMW or a BMW Agent for purposes relating to the BMW & MINI Trade Club.

5.0 Liability and warranty exclusions

5.1 All warranties and conditions expressed or implied by statute, common law, equity, trade, custom or usage or otherwise howsoever are, to the maximum extent permitted by law, expressly excluded from these Terms. To the maximum extent permitted by law, BMW will not be liable to the Member or its employees, contractors or agents for any direct, indirect, incidental or consequential damages of any nature howsoever caused (whether based on tort or in contract or otherwise) or any other claim whatsoever arising directly or indirectly or in any way attributable to the performance, the failure to perform or the delay in performance of the obligations of BMW under these Terms.

6.0 Term

6.1 These Terms will continue to apply until the earlier of:

- i) termination by BMW in its sole and absolute discretion, either with respect to the Member or with respect to all Members;
- ii) termination by the Member on no less than one month's written notice;
- iii) termination or discontinuation of the BMW & MINI Trade Club; or
- iv) the Member ceasing to be a Qualifying Customer.

7.0 Definitions

In these Terms:

Benefits mean those benefits available to Members as notified by BMW from time to time in the BMW & MINI Trade Club Rules or elsewhere, which may include:

periodically, a printed copy of the BMW & MINI Trade Club Price and Applications Catalogue ; access to a dedicated BMW & MINI Trade Club Website; and entitlement to purchase BMW & MINI Trade Club Parts at the BMW & MINI Trade Club Price from a Participating Dealer. BMW means BMW Australia Ltd (ABN 11 004 675 129). BMW Agent means a third party contracted by BMW to facilitate the BMW & MINI Trade Club and which, at the date of these Terms is OECASIAPACIFICHOLDINGS PTY LTD (ABN 079 487 979) BMW & MINI Trade Club means the BMW & MINI Trade Club Partners in Quality program established by BMW and made available to Participating Dealers and Qualifying Customers. BMW & MINI Trade Club Part means those parts, exchange parts, components, accessories, consumables and assembled units supplied by Participating Dealers for use in Vehicles and identified by BMW from time to time for inclusion in the BMW & MINI Trade Club. BMW & MINI Trade Club Price means the price charged for a BMW & MINI Trade Club Part sold by a Participating Dealer to a Member which is, at the discretion of the Participating Dealer, equal to or less than the Recommended BMW & MINI Trade Club Price. BMW & MINI Trade Club Rules means the rules, if any, relating to the Members' and/or Participating Dealers' participation in the BMW & MINI Trade Club, as determined and/or amended by BMW from time to time and published on the BMW & MINI Trade Club Website, including but not limited to rules regarding qualification for participation, Benefits and Vehicles included in the BMW & MINI Trade Club. BMW & MINI Trade Club Website means the website for the operation and management of the BMW & MINI Trade Club, developed, maintained and managed by BMW or BMW Agent. Competing Parts means parts that are functionally equivalent to the BMW & MINI Trade Club Parts. Dealer means an authorised BMW or MINI dealer. Member means a Qualifying Customer that is accepted by BMW (in its sole discretion) as a member of the BMW & MINI Trade Club. Membership means membership of the BMW & MINI Trade Club. Participating Dealer means a Dealer approved by BMW (in its sole discretion) to participate in the BMW & MINI Trade Club. Qualifying Customer means a business or company that satisfies the qualifying requirements for Membership as notified by BMW from time to time in the BMW & MINI Trade Club Rules or elsewhere and which, unless otherwise provided, means a business or company with a valid ABN that fits BMW & MINI Trade Club Parts or Competing Parts to Vehicles for profit in Australia and excludes resellers. Recommended BMW & MINI Trade Club Price means the maximum price recommended by BMW and set out in the BMW & MINI Trade Club Price and Applications Catalogue (as amended from time to time) to be charged for BMW & MINI Trade Club Parts sold by Participating Dealers to Members. Terms of Access means the Terms and Conditions of Access to the BMW & MINI Trade Club Website. Term has the meaning given in clause 7 of these Terms. Vehicle means a vehicle nominated by BMW from time to time for the purposes of the BMW & MINI Trade Club in the BMW & MINI Trade Club Rules or elsewhere and which, unless otherwise provided, is a BMW branded vehicle or MINI branded vehicle in each case aged over three years from the date of first registration.

8.0 Miscellaneous

8.1 Participating Dealers are not agents of BMW and have no right to bind BMW in contract or otherwise or to represent that they can do so.

8.2 BMW may at any time vary these Terms and will take reasonable steps to notify a Member of any variations. If a Member does not accept the variation, the Member may terminate its membership in accordance with these Terms. By continuing to participate in the BMW & MINI Trade Club following notification of such a change, a Member is taken to accept the Terms as amended.

8.3 Members must promptly notify BMW of any change of address or other details supplied to BMW.

8.4 If any provision of these Terms is held by a court or any governmental agency or authority to be invalid, void or unenforceable, the validity and enforceability of the remaining Terms shall not be affected.

8.5 Failure or delay by either party to exercise or enforce any right conferred by these Terms shall not be deemed to be a waiver of any such right nor operate so as to bar the exercise or enforcement of that right or any other right on any later occasion.

8.6 These Terms are governed by the law of Victoria, Australia and the parties irrevocably and unconditionally submit to the exclusive jurisdiction of the Courts of Victoria, Australia.

To obtain a paper copy of the Terms of Access and/or BMW Group Privacy Policy, please contact BMW:

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ACN 004 675 129
783 Springvale Road
(PO Box 745) Mulgrave, VICTORIA 3170
Freecall: 1800 813 299
Facsimile: 1800 350 528
Email: info@bmw.com.au

