

MINI Business Benefits Programme. Terms and Conditions.

1.0 General

1.1 BMW New Zealand Ltd. (BMW) has established the MINI Business Benefits Programme to promote the sale of vehicles to the corporate sector through approved BMW / MINI dealers as determined by BMW from time to time (Approved Dealers) with the support of BMW.

1.2 A reference in these Terms and Conditions to Corporate Customer means the entity identified in the application form.

1.3 These Terms and Conditions:

a) incorporate any materials published by BMW regarding the benefits available under the MINI Business Benefits Programme (Benefits Materials) and these Terms and Conditions will take priority over such Benefits Materials to the extent of any inconsistency;

b) override and will be construed in priority to any agreement between the Corporate Customer and Bayerische Motoren Werke Aktiengesellschaft of Munich, Germany or any of its subsidiaries; and

c) apply to all Corporate Customers with effect from 1 October 2016 and to all purchases or leases of Programme Vehicles made by Corporate Customers and Eligible Persons on and from 1 October 2016.

1.4 Enrolment into the MINI Business Benefits Programme is at BMW's absolute discretion.

1.5 The Corporate Customer acknowledges that Approved Dealers are not the agents of BMW and have no right to bind BMW in contract or otherwise or to represent that they can do so.

1.6 The benefits are not transferable upon the sale of a Programme Vehicle purchased under the MINI Business Benefits Programme.

1.7 BMW may at any time vary these Terms and Conditions and will take reasonable steps to notify Corporate Customers of any variations. If a Corporate Customer does not accept the variations, the Corporate Customer may terminate its membership and notify BMW in writing.

1.8 While BMW has endeavoured to ensure that all information, representations, illustrations, specifications and prices contained in any materials relating to the MINI Business Benefits Programme are accurate at the time of publication, benefits, product features, specifications, models and prices are subject to change without notice and BMW makes no commitment as to the accuracy of any information or the availability of any benefit, good or service.

1.9 BMW will not be liable to the Corporate Customer or its employees, contractors or agents or any Eligible Person for any failure to fulfil, or delay in fulfilling, its obligations caused by circumstances outside BMW's reasonable control.

1.10 These Terms and Conditions are governed by and interpreted in accordance with the laws of New Zealand, and the parties submit to the jurisdiction of the courts in New Zealand.

2.0 Benefits

2.1 BMW agrees to make available to the Corporate Customer and Eligible Persons the benefits of the MINI Business Benefits Programme in accordance with these Terms and Conditions.

2.2 These Terms and Conditions and the benefits will only apply to new MINI vehicles purchased or leased from Approved Dealers during the Term under the MINI Business Benefits Programme (Programme Vehicles).

2.3 Details of the benefits are set out in the Benefits Material and may vary between the MINI Business Benefits and BMW Corporate Advantage.

2.4 BMW may at its absolute discretion and with immediate effect or at any time determined by BMW, alter the benefits of the MINI Business Benefits Programme and BMW may determine to apply such alterations to all Corporate Customers and Eligible Persons or only to those Corporate Customers or Eligible Persons who purchase or lease a Programme Vehicle under the MINI Business Benefits after the effective date of the alteration.

3.0 Purchase or Leasing of Programme Vehicles

3.1 BMW will use its reasonable endeavours to ensure that the Approved Dealers comply with the requirements and benefits of the MINI Business Benefits Programme, in accordance with these Terms and Conditions and as otherwise determined by BMW from time to time.

3.2 The Corporate Customer or an Eligible Person may nominate any Approved Dealer from whom they will purchase or lease a Programme Vehicle under these Terms and Conditions.

3.3 The Corporate Customer must during the Term ensure that every Programme Vehicle purchased or leased by or in connection with the Corporate Customer under the MINI Business Benefits Programme is purchased or leased by the following individuals or entities (Eligible Persons):

a) the Corporate Customer or a subsidiary of the Corporate Customer in which the Corporate Customer holds not less than 50% of the issued shares (Subsidiary) which conforms with BMW's criteria for membership of the MINI Business Benefits Programme;

b) a full-time employee of the Corporate Customer or of a Subsidiary;

c) a spouse of a full-time employee of the Corporate Customer or of a Subsidiary; or

d) if the Corporate Customer is an association, a member of the association or that person's spouse;

e) any other individuals or entities requested by the Corporate Customer and approved by BMW, at its absolute discretion, from time to time.

3.4 All purchases or leases by the Corporate Customer or an Eligible Person of a Programme Vehicle from Approved Dealers will be subject to the relevant Approved Dealer's terms and conditions of sale from time to time.

4.0 Programme Vehicle orders and purchasing/leasing

4.1 The Corporate Customer or Eligible Person must, in respect of the purchase or lease of each Programme Vehicle under the MINI Business Benefits Programme, complete an order and deliver it to an Approved Dealer.

4.2 The Corporate Customer must ensure that in respect of an order by an Eligible Person that the Corporate Customer provides a letter of eligibility and such documentary evidence as BMW or the Approved Dealer reasonably requires from the Corporate Customer to confirm that the Eligible Person qualifies for the MINI Business Benefits Programme.

4.3 A Corporate Customer must ensure, in respect of each purchase or lease of a Programme Vehicle under the MINI Business Benefits Programme that each purchase contract with respect to the Programme Vehicle the subject of an order is either: a) executed by the Corporate Customer by or on behalf of the Corporate Customer or an authorised representative of that Corporate Customer and the Programme Vehicle is registered in the name of that Corporate Customer; or

b) Executed by an Eligible Person and the Programme Vehicle is registered in the name of that Eligible Person.

5.0 Finance

5.1 If, at any time, the benefits of the MINI Business Benefits Programme include a benefit provided by BMW Financial Services New Zealand Limited (BMW Financial Services), at the request of the Corporate Customer or an Eligible Person, BMW will use its reasonable endeavours to procure that BMW Financial Services provides such benefit on terms and conditions as are notified by BMW or the Approved Dealer to the Corporate Customer or an Eligible Person from time to time. The Corporate Customer acknowledges that the availability of any benefit or finance from BMW Financial Services is subject to BMW Financial Services' eligibility criteria, approval and standard terms and conditions.

6.0 Term

6.1 The term of the MINI Business Benefits Programme for each Corporate Customer will start from the date BMW accepts the application form signed by the Corporate Customer, and thereafter will continue unless terminated by either BMW or the Corporate Customer on not less than 1 month's written notice (Term). BMW may terminate a Corporate Customer's membership immediately upon notice if:

a) BMW elects, at its absolute discretion, to terminate the MINI Business Benefits Programme;

b) the Corporate Customer no longer complies with BMW's eligibility criteria for membership of the MINI Business Benefits Programme;

c) in the opinion of BMW, the Corporate Customer has ceased to be able to pay its debts as they become due;

d) the Corporate Customer ceases to carry on business;

e) any step is taken by a mortgagee to take possession or dispose of the whole or any part of the Corporate Customer's assets, operations or business;

f) any step is taken to enter into an arrangement between the Corporate Customer and its creditors; or

g) any step is taken to appoint a receiver, a receiver and manager, a liquidator, a provisional liquidator, an administrator or other like person of the whole or any part of the Corporate Customer's assets or business.

6.2 Termination of the MINI Business Benefits Programme under clause 6 does not affect any accrued rights or remedies of BMW with respect to the Corporate Customer. Subject to clause 2.4 and any terms and conditions specifically relating to a benefit, upon termination of the Corporate Customer's membership, the benefits which apply after the purchase or lease of the Programme Vehicle (e.g. Complimentary Scheduled Service) will continue to apply only to those Eligible Persons who have purchased or leased a Programme Vehicle under the MINI Business Benefits Programme during the Term and only in respect of the Programme Vehicle purchased or leased.

7.0 Liability

7.1 Where the Corporate Customer is in trade, and the MINI Business Benefits Programme is offered to Corporate Customer for the purpose of a business, the Corporate Customer agrees that the Consumer Guarantees Act 1993 does not apply the services provided as part of the MINI Business Benefits Programme.

7.2 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 and Conditions. To the maximum extent permitted by law, BMW will not be liable to the Corporate Customer or its employees, contractors or agents or any Eligible Person 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 and Conditions. For the avoidance of doubt, nothing in these Terms and Conditions shall affect the rights of any consumer under the Consumer Guarantees Act 1993, except where such rights are lawfully excluded under clause 7.2 above.

8.0 Privacy

8.1 BMW collects personal information of Corporate Customers and its employees, contractors or agents and Eligible Persons.

BMW's privacy policy available at www.bmw.co.nz explains how such persons can access and correct their personal information, how to make a complaint and how we deal with complaints and when we are required to collect particular personal information. BMW will use and disclose personal information for our business purposes, including administering the MINI Business Benefits, customer care, marketing and research. BMW may disclose it to or share it with companies in the BMW Group, BMW dealers or other third parties associated with BMW, which may be located outside New Zealand including Germany