

Quarter 3 Retail Terms and Conditions

1. The Promoter is European Motor Distributors Limited, NZBN 9429040433325 ("Promoter") of 1 Nixon St, Grey Lynn, Auckland 1021.
2. The offer is for Eligible Purchasers (as defined in paragraph 4 below) to receive a travel package within New Zealand of up to \$6,000 in accordance with these Terms and Conditions ("Offer").
3. By participating in the Offer you are deemed to agree to these Terms and Conditions.
4. To be an "Eligible Purchaser" a person must:
 - (a) make an Eligible Purchase in accordance with paragraph 6 below;
 - (b) be a New Zealand resident living in New Zealand at the time of the Eligible Purchase; and
 - (c) comply with all the terms of their Vehicle Purchase Agreement, including payment of the purchase price in full on or before the due date for payment.
5. The Offer is only available in respect of the following new vehicles (each an "Eligible Vehicle" together the "Eligible Vehicles"):

Eligible Vehicle model	Travel Package value (including GST)
A1, A3, S3, Q2, SQ2, Q3	\$2,000
RS 3, A4, S4, RS 4, A5, S5, RS 5, Q5, SQ5, RS Q3, RS Q8, RS 6, RS 7, e-tron	\$3,000
A6, A7, Q7, SQ7	\$5,000
A8, S8	\$6,000
Q8 , SQ8, R8	Travel Package value to be determined at point of purchase at the sole discretion of the Promoter in cooperation with the relevant Authorised Audi New Zealand Dealer.

6. An "Eligible Purchase" means the purchase of an Eligible Vehicle that satisfies the following criteria:
 - (a) the Eligible Vehicle must be purchased by an Eligible Purchaser from an Authorised Audi New Zealand Dealer; and
 - (b) the Eligible Vehicle must be:
 - (i) purchased, paid for in full and registered in the Eligible Purchaser's name during the Offer Period; or
 - (ii) ordered during the Offer Period but paid for in full and registered in the Eligible Purchaser's name after the Offer Period.
7. For clarity:

- (a) pre-ordered Eligible Vehicles ordered before the commencement of the Offer Period, pre-registered vehicles, used vehicles, demonstrator, fleet purchases, and lease company purchases are not an Eligible Purchase; and
 - (b) when eligibility arises pursuant to clause 6(b)(ii), the Eligible Purchaser:
 - (i) will only be entitled to take up the Travel Package upon full payment of the purchase price and registration of the Eligible Vehicle in the Eligible Purchaser's name; and
 - (ii) will forfeit the Travel Package if the order is cancelled.
8. The Offer is subject to the availability of the Eligible Vehicle models.
9. Once an Eligible Purchase has been completed and the purchaser has signed the Vehicle Purchase Agreement the Eligible Purchaser will receive an email from the Promoter with a booking form to be filled out by the Eligible Purchaser with their travel requirements. The Promoter's preferred travel agent, Holland Clarke and Beatson Limited (NZBN 9429031368162) ("Travel Agent"), will then be in direct contact with the Eligible Purchaser to tailor a travel package to their needs ("Travel Package").
10. The value of the Travel Package under the Offer shall vary dependent on the model of Eligible Vehicle the participant purchases, with the amount available for each new model specified in the table at paragraph 5.
11. The Offer opens at 8:00am NZST on Wednesday 1 July 2020 and ends at 5:30pm NZST Wednesday 30 September 2020 ("Offer Period"). Unless the Promoter agrees otherwise, the Offer is deemed to be withdrawn upon the expiry of the Offer Period.
12. For the purposes of the Offer, an 'Authorised Audi New Zealand Dealer' is any dealer listed below:
- (a) Continental Cars, 42 Great South Road, Newmarket, Auckland.
 - (b) Giltrap Audi, 150 Great North Road, Grey Lynn, Auckland
 - (c) Ebbett Prestige, 490 Grey Street, Hamilton.
 - (d) Farmer Audi, 116 Hewletts Road, Mount Maunganui.
 - (e) EuroCity, 120 Prebensen Dr, Onekawa, Napier.
 - (f) Robertson Prestige, Cnr Rangitikei St and JFK Drive, Palmerston North.
 - (g) Armstrong Prestige Wellington, 66 Cambridge Terrace, Wellington.
 - (h) Archibalds Audi, 32 Tuam Street, Christchurch.
 - (i) Southern Motor Group, 300 Andersons Bay Road, Dunedin.
 - (j) Queenstown Motor Group, 2 Hawthorne Dr, Frankton, Queenstown
13. Participants may not use the Offer in conjunction with any other offer or discount.
14. The Offer is made to retail customers only. It is not available to owners or employees, or family members of owners or employees of an Authorised Audi New Zealand Dealer or of the Promoter.
15. The Promoter reserves the right to make whatever enquiries it sees fit to prove the identity and eligibility of any participant.

16. Any credit proposed to be provided through Audi Finance in respect of an Eligible Purchase is subject to its lending criteria.
17. Recipients of the Travel Package may be required to present their credit card at time of accommodation (if applicable).
18. The Travel Package is subject to the standard terms and conditions of individual service providers.
19. If the Travel Package (or part of any Travel Package) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Travel Package (or part of the Travel Package) with a package to the equal value or specification.
20. If an Eligible Purchaser wishes to exchange the Travel Package for a cash amount off their Eligible Vehicle at the time of purchase, the Promoter, in its discretion, may cooperate with the relevant Authorised Audi New Zealand Dealer to reduce the purchase price of the Eligible Vehicle. The reduction will be up to, but no more than, the same value of the relevant Travel Package. Any reduction in the Eligible Vehicle purchase price will only be made at the time that the vehicle is purchased and no refund of any part of the purchase price will be given if an Eligible Purchaser subsequently decides following their purchase of the vehicle that they do not wish to use, or are not able for any reason whatsoever, to use the Travel Package. If for any reason the recipient of the Travel Package does not use the Travel Package or any element of the Travel Package at the time stipulated, then the Travel Package or that element of the Travel Package will be forfeited and will not be redeemable for cash.
21. A recipient of the Travel Package is deemed to have consented to the Promoter using the person's details and likeness (in the form of photographs and video) for promotional and media purposes without any payment or other compensation. A guest who accompanies a recipient of the Travel Package will also be deemed to have agreed to have their details and likeness (in the form of photographs and video) being used for promotional and media purposes without any payment or other compensation.
22. Neither the Promoter, the Authorised Audi New Zealand Dealers, Travel Agent nor any other person or entity associated with the Offer shall be liable for any loss, damage, personal injury or death whatsoever suffered or sustained in connection with the Offer (including but not limited to indirect or consequential loss).
23. The Promoter is not responsible for any cancellations, delays, diversions or substitutions, or any act or omission whatsoever beyond the Promoter's reasonable control by the air carriers, hotels, venue operators, transportation companies, third party providers of aspects of the Travel Package or any other persons involved in providing any Travel Package-related goods, services or accommodation.
24. The Promoter's decision on all matters relating to the Offer, including any matters relating to eligibility, is final and is at the Promoter's sole discretion and no correspondence whatsoever will be entered into regarding the Offer.

25. By providing personal information to the Promoter or an Authorised Audi New Zealand Dealer in connection with the Offer, a participant authorises the Promoter and the Authorised Audi New Zealand Dealer to process that personal information for its business and marketing purposes, and participants agree that the Promoter may send them marketing and promotional messages and other information, including information sent by, or on behalf of, the Promoter's business partners. The participant also consents to the Promoter disclosing personal information to related companies or selected third parties who support its business and marketing operations.
26. Any personal information collected about a person who accepts the Offer or who otherwise participates in the Offer will be processed in accordance with the privacy principles set out in the Privacy Act 1993 and with the privacy policy of the Promoter available at <https://www.audi.co.nz/nz/web/en.html#layer=/nz/web/en/tools/navigation/layer/privacypolicy.html>. A person can access or request correction of their personal information by contacting the Promoter at info@audi.co.nz.
27. These Terms and Conditions constitute the entire agreement in relation to the Offer.
28. If any portion of these Terms and Conditions is deemed to be invalid, illegal or unenforceable the remaining provisions shall remain in full force and effect.
29. If we delay or do not exercise any of our rights or remedies under these Terms, that will not be a waiver of the right or remedy.
30. The Promoter reserves the right to cancel, terminate, modify, extend or suspend the Offer or otherwise amend these Terms and Conditions at any time at its sole discretion.
31. The Offer is subject to the laws of New Zealand. The Promoter and any person who participates in or accepts the Offer each accept the exclusive jurisdiction of the Courts of New Zealand in respect of any matter relating to the Offer.
32. These Terms and Conditions were amended by the Promoter on 24 July 2020, pursuant to clause 30, by adding clauses 6(b)(ii) and 7(b) to enable purchasers of Eligible Vehicles ordered in the Offer Period but paid for after the Offer Period to become Eligible Purchasers.