

# Audi Corporate Terms and Conditions



Effective Date: January 1, 2019

## 1. The Audi Corporate Program

The Audi Corporate Program is provided by Audi Australia Pty Ltd ACN 077 092 776 (**Audi Australia**). Set out below are the terms and conditions governing the Audi Corporate Program (**Terms & Conditions**). These Terms & Conditions replace all previous terms and conditions.

In these Terms & Conditions:

**Audi Dealer** means an authorised Audi dealer appointed by Audi Australia.

**Commencement Date** means the date on which the application of the Corporate Customer to participate in the Audi Corporate Program is accepted by Audi Australia.

**Corporate Customer** means the organisation identified as such on the Audi Corporate Enrolment Form and which has been accepted by Audi Australia to participate in the Audi Corporate Program.

**Eligible Person** means the current permanent employee, member, permanent subcontractor or a Director of the approved Corporate Customer who purchases a vehicle under the Audi Corporate Program.

**Leasing Company** means a financing company engaged by an Eligible Person for the financing of the purchase or lease of the Program Vehicle under a leasing arrangement.

**Membership** means being a member of the Audi Corporate Program as a Corporate Customer.

**Membership Term** means the term of the Membership commencing on the Commencement Date and ending on the date on which the Membership is terminated in accordance with these Terms & Conditions.

**Program Vehicle** means a new vehicle of the Audi brand sold and delivered by an Audi Dealer to an Eligible Person.

These Terms & Conditions apply to all Corporate Customers and to all purchases and leases of Program Vehicles by Eligible Persons.

The Corporate Customer acknowledges and agrees that Audi Australia may at any time vary these Terms & Conditions and/or the Program Privileges by written notice of such variations to the Corporate Customer. If the Corporate Customer does not agree to the variations, the Corporate Customer may terminate its Membership by notifying Audi Australia in writing.

## **2. The Privileges**

Subject to the Terms & Conditions, Eligible Persons will receive the following privileges for each Program Vehicle under the Audi Corporate Program during the Membership Term (**Program Privileges**):

1. No cost scheduled servicing for 3 years or 45,000km (whichever occurs first) as per the manufacturer's recommended scheduled servicing specification: (A) 15,000km / 12 months (whichever occurs first) (B) 30,000km / 24 months (whichever occurs first); and (C) 45,000km / 36 months (whichever occurs first). The maximum allowance for the final service is 39 months or 48,000km (whichever occurs first). It is the Eligible Person's responsibility to present the Program Vehicle for service at the aforementioned scheduled service intervals.
2. Reduced maximum recommended Dealer delivery fee of \$1995 (excluding taxes)
3. AudiCare 24/7 roadside assistance for the duration of the new car warranty
4. Complimentary pick up and drop off of your vehicle to a maximum 20km from the servicing dealer or complimentary access to an Audi loan vehicle during servicing \*
5. Access to evaluation vehicles \*
6. Hertz benefit includes discounted rental rates and complimentary enrolment to the Hertz Gold Plus Rewards program ^^
7. Tailored finance solutions and exclusive Audi Corporate customer offers with Audi Financial Services ^
8. Access to additional benefits and events through Audi Experience \*\*
9. Access to your own Corporate Sales Consultant (at participating Audi Dealers)

\* Subject to Dealer availability

\*\* Audi Experience Terms and Conditions apply. Refer [myaudi.com.au/experience](http://myaudi.com.au/experience)

^ Available to approved applicants of Audi Financial Services (AFS). Terms, conditions, fees and charges apply. AFS is a trading name of Volkswagen Financial Services Australia Pty Limited ABN 20 097 071 460, Australian Credit Licence Number 389344.

^^ Access to Hertz rates via CDP code at time of reservation. Enrolment to Hertz Gold Plus Rewards program via a direct weblink

## **3. Corporate Customer Eligibility**

Membership in the Audi Corporate Program is available to an organisation:

- a) That has a valid ABN AND
- b) That has a minimum of 100 employees in Australia AND
- c) That purchases at least 2 (two) Program Vehicles during each year of the Membership Term.

All applications to join the Audi Corporate Program are reviewed by Audi Australia who will determine in its absolute and unfettered discretion, if the organisation is approved for Membership.

Failure of a Corporate Customer to buy at least 2 (two) Program Vehicles during each year of the Membership Term (i.e. during each consecutive 12 months' period commencing on the Commencement Date and on each anniversary of the Commencement Date) will result in the termination of the Membership of that Corporate Customer. Audi Australia has the absolute right to terminate the Membership of a Corporate Customer with immediate effect if that Corporate Customer ceases to satisfy any of the above eligibility conditions.

Audi Australia may terminate the Membership at any time by giving 1 (one) month written notice to the Corporate Customer.

#### **4. Eligible Persons**

An Eligible Person who purchases or leases a Program Vehicle and who registers that Program Vehicle in the name of the Eligible Person or its respective Leasing Company will be entitled to the Program Privileges subject to these Terms & Conditions.

An Eligible Person must identify itself/himself/herself to an Audi Dealer as a Corporate Customer or as a current permanent employee, member, permanent subcontractor or a Director of the Corporate Customer whilst in the process of the purchase and when booking the Program Vehicle in for a service in order to receive the Program Privileges.

An Eligible Person must supply to the Audi Dealer sufficient evidence that it is an Eligible Person, for example in the form of a current letter of employment (no older than six months) on the letterhead of Corporate Customer signed by a duly authorised representative OR a payslip (with details of the Corporate Customer), bank statement or any other required documentation requested to prove eligibility prior to the delivery of the Program Vehicle in order to receive the Program Privileges.

#### **5. Availability and termination of Program Privileges**

- a) Subject to subparagraphs (b), (c) and (d) below, the Program Privileges are available to each Eligible Person with respect to the relevant Program Vehicle for a duration of 3 years from the date the new vehicle manufacturer's warranty for that Program Vehicle commences or 45,000kms (whichever occurs first) irrespective of whether the Membership for the Corporate Customer lapses or is terminated.
- b) The Program Privileges only apply with respect to any Program Vehicle if that Program Vehicle was purchased or leased by the Eligible Person during the Membership Term of the Corporate Customer and will terminate immediately on the sale or transfer of that Program Vehicle by the first registered owner.
- c) The Program Privileges are not available for used vehicles, ex-company fleet vehicles or dealer demonstrator vehicles (unless specifically included by Audi Australia), and any other vehicle notified by the Audi Dealer or Audi Australia from time to time as being ineligible for the Program Privileges.
- d) Audi Australia may terminate the Program Privileges for an Eligible Person at any time by written notice.

#### **6. General**

Each Eligible Person acknowledges that Audi Dealers are not agents of Audi Australia and have no right to bind or represent that they can bind Audi Australia in any respect.

All purchases or leases by an Eligible Person of a Program Vehicle from approved participating Audi Dealers will be subject to that Audi Dealer's terms and conditions of sale.

Any rights and benefits which an Eligible Person enjoys under a new vehicle manufacturer's warranty and/or State or Federal law, including under the Australian Consumer Law, will not be affected by the provision of the Program Privileges. The Program Privileges or these Terms & Conditions do not exclude, restrict or modify those rights or remedies in any way.

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 & Conditions. To the maximum extent permitted by law, Audi Australia will not be liable to the Corporate Customer 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 Audi Australia's obligations under these Terms & Conditions.

These Terms & Conditions are governed by and must be construed in accordance with the laws applicable in New South Wales, Australia and the parties submit to the non-exclusive jurisdiction of the courts of that State.

## **7. Marketing**

The Corporate Customer agrees to:

- a) Receive all forms of direct marketing material, including but not limited to email and regular mail, from Audi Dealers, Audi Australia and/or third parties engaged with those entities (**Marketing Material**) and will actively promote such Marketing Material within its organisation upon receipt: and
  
- b) Actively distribute the provided Marketing Materials to other Eligible Persons within 3 months after becoming a Corporate Customer. If this does not occur then the Eligible Persons will not be entitled to the Program Privileges until such time as this is done and the Membership of the Corporate Customer may be terminated with immediate effect by Audi Australia giving written notice of termination to the Corporate Customer.

## **8. Privacy**

Audi Australia collects personal information of Corporate Customers their employees, contractors or agents and Eligible Persons. Audi Australia's privacy policy is available at [https://www.audi.com.au/au/web/en/privacy\\_policy.html](https://www.audi.com.au/au/web/en/privacy_policy.html) and explains how such persons can access and correct their personal information, how to make a complaint and how Audi Australia deals with complaints.

Audi Australia will use and disclose personal information for its business purposes, including administering the Audi Corporate Program, customer care, marketing and research. Audi Australia may disclose personal information to or share it with its related bodies corporate, Audi Dealers or other third parties associated with Audi Australia, which may be located outside Australia, including in Germany.

If a person does not wish to receive future marketing related communications they should contact Audi Australia on 1300 557 405.

Corporate Customers should advise any changes to organisation or contact details via the email address: [corporate@audi.com.au](mailto:corporate@audi.com.au) and each other Eligible Person should advise any changes to their personal information or contact details by visiting [audi.com.au](http://audi.com.au) or by phone to Customer Service 1300 557 405.