

AVIS PREFERRED

Australia and New Zealand Terms and Conditions dated 9 November 2023

CONTENTS

1.	DEFINITIONS & INTERPRETATION.....	2
2.	ABOUT THESE AVIS PREFERRED TERMS AND CONDITIONS.....	3
3.	INFORMATION ABOUT US AND HOW TO CONTACT US.....	5
4.	MEMBERSHIP.....	5
5.	KEEPING YOUR DETAILS UP TO DATE.....	6
6.	MEMBERSHIP CARD OBLIGATIONS IMPOSED ON YOU.....	6
7.	AVIS PREFERRED TIERS.....	8
8.	RENTAL TERMS.....	8
9.	AVIS RIGHTS TO MAKE CHANGES.....	10
10.	YOUR RIGHTS TO END YOUR MEMBERSHIP.....	10
11.	AVIS RIGHTS TO END YOUR MEMBERSHIP.....	10
12.	CONSEQUENCES OF TERMINATION.....	11
13.	OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AND YOUR RIGHTS.....	11
14.	HOW WE MAY USE YOUR PERSONAL INFORMATION.....	13
15.	DISPUTE RESOLUTION.....	14
16.	OTHER IMPORTANT TERMS.....	14
17.	GOVERNING LAW AND JURISDICTION.....	15

Schedules

Avis Preferred Tiers.....	16
Country Specific Avis Preferred Rental Agreement Terms.....	17
Country Specific Contact Details.....	18

AVIS PREFERRED TERMS & CONDITIONS

1. DEFINITIONS & INTERPRETATION

1.1 In these Avis Preferred Terms and Conditions, the following definitions apply:

- 1.1.1 **"Additional Driver"** has the meaning given to that term in the Avis Terms and Conditions of Rental.
- 1.1.2 **"Agreement"** means these Avis Preferred Terms and Conditions, together with the applicable Terms and Conditions of Rental.
- 1.1.3 **"Australian Consumer Law"** or **"ACL"** means Schedule 2 to the *Competition and Consumer Act 2010* (Cth).
- 1.1.4 **"Avis"** means, as the context requires, the relevant Avis group company to whom you submit your Membership Form (being one of the companies listed in clause 3.1 below).
- 1.1.5 **"Avis Preferred"** means the loyalty program called Avis Preferred which aims to provide Avis customers with priority and a more efficient rental experience.
- 1.1.6 **"Avis Preferred Rental Agreement"** means each separate contract between you and an Avis Provider for the rental of a Vehicle, which incorporates the Terms and Conditions, and if you are renting in Australia, New Zealand, the European Economic Area ("**EEA**") (including the Republic of Ireland), United Kingdom, Canada, Greece, South Africa, Turkey, or USA, the relevant terms and conditions which are contained in the links set out in **Schedule 2**.
- 1.1.7 **"Avis Preferred Terms and Conditions"** means these Avis Preferred Terms and Conditions which are applicable to your participation in Avis Preferred (after you have opted to participate).
- 1.1.8 **"Avis President's Club"** means the invitation-only tier of Avis Preferred called Avis President's Club which aims to provide Avis customers with priority and a more efficient rental experience.
- 1.1.9 **"Avis Provider"** means the company providing the Vehicle in the location in which you take possession of a Vehicle as set out in the relevant Avis Terms and Conditions of Rental at the time.
- 1.1.10 **"Customer Profile"** means your general information and preferences relating to matters such as vehicle type, excess reduction, invoicing or method of payment and data protection that you entered on the Membership Form, as updated from time to time by notice by you to Avis via Avis' website or otherwise.
- 1.1.11 **"Member"**, **"you"** or **"your"**: means the person whose name is entered in the Membership Form.
- 1.1.12 **"Membership"** means membership of Avis Preferred or Avis President's Club (as applicable).
- 1.1.13 **"Membership Card"** means, where issued, a membership card or digital membership card for the Avis President's Club or Avis Preferred.

- 1.1.14 **“Membership Form”** means the application form that you fill out in order to apply for Membership.
- 1.1.15 **“Membership Number”** means the customer number provided by Avis upon Avis’ acceptance of an application for Membership.
- 1.1.16 **“Personal Information”** has the meaning given to that term in the Australian *Privacy Act 1988* (Cth).
- 1.1.17 **“Preferences”** has the meaning given in clause 8.2.
- 1.1.18 **“Reward”** means a voucher or certificate issued or other benefit provided by Avis or an Avis Provider to recognise a customer’s loyalty under Avis Preferred or Avis President’s Club, as may be applicable.
- 1.1.19 **“Terms and Conditions of Rental”** means the terms and conditions (if any) provided to you relating to the booking before you book a Vehicle and the Rental Agreement Terms and Conditions applicable to the rental of a Vehicle in the country in which the Avis Provider gives you possession of the Vehicle as set out in Schedule 2. These are available to you for Australia at www.avis.com.au/TermsandConditions and for New Zealand at www.avis.co.nz/TermsandConditions.
- 1.1.20 **“Vehicle”** means any vehicle to which an Avis Provider grants you possession for the purposes of rental under the applicable Rental Terms and Conditions, which may be different to that selected by you during booking or as part of your general preferences selected on your Customer Profile.

Year” means the period of twelve months from the date of commencement of Membership and each twelve-month period thereafter

- 1.2 **To the extent of any inconsistency, the following order of precedence applies:**
 - 1.2.1 the Terms and Conditions of Rental (including any Annexures); and
 - 1.2.2 these Avis Preferred Terms and Conditions.

2. ABOUT THESE AVIS PREFERRED TERMS AND CONDITIONS

2.1 What these Avis Preferred Terms and Conditions cover

These are the Avis Preferred Terms and Conditions which are applicable to your participation in Avis Preferred (after you have opted to participate). They apply on and from the date of you and us agreeing to these Avis Preferred Terms and Conditions using the process we provide from time to time such as electronically on Avis’ website and as confirmed by us.

2.2 Why you should read these Avis Preferred Terms and Conditions

Please read these Avis Preferred Terms and Conditions carefully before you join Avis Preferred. They tell you who we are, how to apply for Membership, the potential benefits of your Membership, how you and we may change or end your Membership, what to do if there is a problem and other important information.

2.3 Effect of these Avis Preferred Terms and Conditions

By agreeing to these Avis Preferred Terms and Conditions, using your Membership Number or using your Membership Card to make bookings for the rental of a Vehicle, you agree that these Avis Preferred Terms and Conditions (as subsequently amended from time to time) will apply to your Membership and Avis Preferred Rental Agreements.

2.4 When these Avis Preferred Terms and Conditions apply

Each time you rent a Vehicle using your Membership, the Avis Provider and you will automatically enter into an Avis Preferred Rental Agreement, which will incorporate the applicable Avis Preferred Terms and Conditions. The applicable Avis Preferred Terms and Conditions that will apply will be the relevant Avis Preferred Terms and Conditions applicable at the time in respect of the country in which the Avis Provider gives you possession of the Vehicle.

IMPORTANT

A benefit of being an Avis Preferred Member is that at selected locations you may collect the Vehicle without having to sign a separate Rental Agreement each time you rent through Avis.

It is important that You read clause 2.5 below carefully as it sets out when and how these Avis Preferred Terms and Conditions and any Rental Agreement will be legally binding on You when You book a rental using your Membership Number or Membership Card, even if You do not sign a Rental Agreement on each occasion.

In some cases, you may still need to sign a separate Rental Agreement because of regulatory requirements even if you are an Avis Preferred Member – see clause 8.4.2.

2.5 Accepting these Avis Preferred Terms and Conditions

2.5.1 Each time you book or commence (by taking possession of the Vehicle) the rental of a Vehicle using your Membership Number or Membership Card, the relevant Avis Group Member or the Avis Provider (as applicable) will link those details to the relevant Terms and Conditions of Rental. The relevant Terms and Conditions of Rental will be deemed to incorporate automatically the then current Avis Preferred Terms and Conditions (meaning the terms and conditions set out in this document, as amended in accordance with its terms) at the time of booking and again at the time of commencement of the rental. We will provide you with a copy of the Terms and Conditions of Rental applicable to your rental each time you book as soon as practicable following booking confirmation. The Terms and Conditions of Rental and the incorporated Avis Preferred Terms and Conditions together are referred to as an “**Avis Preferred Rental Agreement**”. In circumstances where you do not expressly confirm your acceptance for the terms of the Avis Preferred Rental Agreement provided to you, your collection of the keys for the Vehicle when commencing your rental will be treated as full acceptance of the Avis Preferred Rental Agreement (including this automatic incorporation).

2.5.2 You acknowledge that, although you may not be required to physically sign or electronically accept a new Avis Preferred Rental Agreement each time you rent a Vehicle, you will be bound by the Avis Preferred Rental Agreement in respect of your use of the Vehicle in the country of rental (including but not limited to being responsible for all traffic penalties, tolls and parking charges incurred during the rental). You therefore understand and accept that a prosecuting authority or toll or parking provider may transfer responsibility for such penalties and charges to you where Avis presents an Avis Preferred Rental Agreement in your name.

2.6 **If you do not agree to the Terms and Conditions of Rental – deadline to cancel your booking**

If you do not agree to the Terms and Conditions of Rental applicable to your rental, you may cancel your booking without penalty at any time, provided the cancellation takes place more than forty-eight (48) hours before the booked pick-up of the Vehicle.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

3.1 **Who we are**

Australia: If you are renting a Vehicle in Australia or joining as a Member in Australia you will be transacting with Avis Australia. Avis Australia is the trading name of W.T.H. Pty Limited (ABN 15 000 165 855).

New Zealand: If you are renting a Vehicle in New Zealand or joining as a member in New Zealand, you will be transacting with Avis New Zealand. Avis New Zealand is Avis Rent A Car Limited (company number 166704).

Both companies are members of the Avis Rent A Car System LLC group of companies.

3.2 **How to contact us**

You can contact us by telephoning or by writing to our customer service team as provided in **Schedule 3**.

3.3 **How we may contact you**

If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us on your Membership Form and/or when setting up your online Customer Profile for Avis Preferred or any other contact information for you which is recorded in the Avis system.

4. MEMBERSHIP

4.1 You must be an individual who is at least twenty-one (21) years old to be eligible for Membership.

4.2 To apply for Membership you must complete the Membership Form and submit it to Avis using the process as directed by Avis at the relevant time.

4.3 You must provide your full name, residential/physical address and email address for correspondence on your Membership Form. The preferred postal mailing address determines the applicability of any local rules or restrictions or eligibility for local promotions.

4.4 Avis may reject Membership applications of individuals.

4.5 Avis may reject an application for Membership of individuals for any reason including operational reasons (such as applications from countries where Avis does not operate in), Avis meeting its legal obligations or its in Avis' legitimate business interests to reject the application. Avis will give reasonable advance notice where changes in the Avis' operations (such as the removal of a country and/or region) will affect your Membership. Up to date information on countries and/or regions which are open to Membership is available on the Avis website.

4.6 If your Membership application is accepted by Avis, your Membership will commence upon that acceptance as confirmed by Avis at the relevant time and Avis will give you a

Membership Number and may issue you with a physical and/or electronic Membership Card.

- 4.7 You may only maintain one Avis Preferred Customer Profile or Membership unless authorised by Avis. If there is a duplication, Avis may cancel the duplicated Avis Preferred Customer Profiles or Memberships (other than the Customer Profile for the first Membership application approved by Avis).

5. KEEPING YOUR DETAILS UP TO DATE

- 5.1 Each time you rent a Vehicle using your Membership Number or Membership Card you represent and warrant that the information provided on your Customer Profile as shown in your Customer Profile (which is accessible for **Australia** at <https://www.avis.com.au/en/loyalty-profile/avis-preferred/login> and for **New Zealand** at <https://www.avis.co.nz/en/loyalty-profile/avis-preferred/login>) is true, accurate and complete.
- 5.2 You must tell Avis about any changes to any of that Customer Profile information, including any changes relating to your driver licence, credit or payment card details. You may do this by updating your Customer Profile in your online Avis Preferred account or by contacting Avis (see Schedule 3 for contact details).
- 5.3 If any details change prior to or during the rental of a Vehicle booked under your Membership Number or Membership Card, you must advise the Avis Provider of such changes immediately and before pick-up of the Vehicle.
- 5.4 Each time you enter into an Avis Preferred Rental Agreement, you represent and warrant to us that you hold a full and current valid driver licence appropriate for the Vehicle being rented and that you are legally entitled to drive it in the country of rental.
- 5.5 If the relevant Avis Provider has reasonable grounds to believe that any information provided by you which is material to the booking is not true, accurate or complete, the Avis Provider may terminate the Avis Preferred Rental Agreement (and will attempt to give you at least seven (7) days' written notice via the contact information provided in your Customer Profile and/or otherwise recorded on the Avis system).
- 5.6 You are responsible for loss, liability, costs and/or expenses incurred or suffered by the Avis Provider as a result of your failure to provide it with accurate current information or your failure to maintain the truth, accuracy or completeness of such information (except to the extent those losses, liability, costs or expenses are caused by the mistake, fraud, negligence or wilful misconduct of Avis, or the Avis Provider or their employees, officers or agents).

6. MEMBERSHIP CARD OBLIGATIONS IMPOSED ON YOU

- 6.1 **Making bookings using your Membership Card or Membership Number**
Only the Member named on the Membership Card may use it or quote the Membership Number for a booking unless that Member has provided the person using the Membership Card or quoting the Membership Number permission to book on their behalf. Membership Cards and Membership Numbers are not transferable to any other person.
- 6.2 **Can the Membership Card be used for payment?**
The Membership Card is not a credit or payment card. It can only be used to offset rental costs in certain circumstances, such as where an Avis issued coupon attaches to your digital Membership Card. Avis will inform you if you are entitled to offset the costs of any rental using your Membership Card.

6.3 Security

- 6.3.1 The Membership Card remains the property of Avis and must be returned if requested.
- 6.3.2 You may be requested to produce the Membership Card or Membership Number by Avis. You should add your Membership Number to all bookings at the time of booking or prior to taking possession of the Vehicle in order to enjoy Member benefits.
- 6.3.3 You agree to keep safe and secure your Membership Number, Membership Card, and the password to your online Avis Preferred Customer Profile.
- 6.3.4 Except as explicitly provided for in clause 6.1, you are prohibited from:
 - (a) giving, lending or selling your Membership, Membership Number and/or Membership Card to any other person including other members;
 - (b) allowing other persons including other members access to and/or use of your Membership, Membership Number, Membership Card and/or your online Avis Preferred Customer Profile, and/or otherwise allowing any other person including other members to benefit from the use of your Membership, Membership Number, Membership Card and/or your online Avis Preferred Customer Profile, except where such persons have been added to your Avis Preferred Rental Agreement as an Additional Driver by Avis.

6.4 Consequences of unauthorised use of Membership

- 6.4.1 Any unauthorised use of your Membership, Membership Number, Membership Card, your online Avis Preferred Customer Profile and/or any Vehicle which you have reserved under your Membership must be immediately reported to DPO@abg.com.au. Where Avis has reasonable grounds to believe you have failed to comply with clause 6.3.4, Avis may terminate your Membership and the Avis Preferred Rental Agreement and void any applicable excess reduction coverage provided under the Avis Preferred Rental Agreement. Additionally, you may be liable for any losses, liabilities and damages arising as a result of the unauthorised use.
- 6.4.2 Prior to exercising its rights under clause 6.4.1, Avis will give you as much notice as practicable (aiming to give at least fourteen (**14**) days' written notice) via the contact information provided in your Customer Profile and/or otherwise recorded on the Avis system of the date of Avis' action to terminate or void. You may submit reasons why Avis should not exercise its rights under clause 6.4.1 by emailing the address provided and Avis will take such reasons into account.

6.5 Vehicle rights limited

As between you and Avis or an Avis Provider, Avis and/or the Avis Provider is the owner of any item it provides or makes available to you or puts at your disposal during your Membership, including Membership Cards and Vehicles. Your use of and rights in relation to any Vehicle provided by Avis and/or the Avis Provider are limited to those set out in the Terms and Conditions of Rental and the applicable Avis Preferred Rental Agreement.

7. AVIS PREFERRED TIERS

- 7.1 Avis Preferred comprises of tiers. The potential rewards and benefits associated with each tier are explained in more detail in **Schedule 1**.
- 7.2 These Avis Preferred Terms and Conditions apply to and govern the Membership of both Avis Preferred and Avis President's Club tiers.

8. RENTAL TERMS

8.1 Terms that apply to each rental

- 8.1.1 The terms and conditions of each Avis Preferred Rental Agreement incorporate (as applicable):
 - (a) if you are renting in Australia, New Zealand, Canada, Greece, South Africa, Turkey, the European Economic Area ("EEA") including the Republic of Ireland, UK or USA, the relevant terms and conditions of rental contained at the links provided in **Schedule 2**; and
 - (b) the terms and conditions applicable at the time of your booking in respect of the country in which the Avis Provider gives you possession of the Vehicle provided to you at the time of booking in advance; and
 - (c) the Vehicle type/group you select when making your booking; and
 - (d) any additional terms and conditions agreed by the Avis Provider and you in relation to the purchase of additional products and services before or during the Avis Preferred rental or on return of the Vehicle.

8.2 Customer Profile Preferences

When fulfilling your Vehicle rental bookings, Avis will use reasonable endeavours to match your booked Vehicle type or group ("**category**") with the optional make, model and product profile (for example preferred colour, optional features such as cruise control, as applicable) preferences selected by you as part of your Customer Profile ("**Preferences**"). **Avis will try to, but cannot guarantee that we will, provide you with a Vehicle in the category which you booked that matches your Preferences at the pick-up location.**

MATCHING YOUR BOOKED VEHICLE WITH YOUR PREFERENCES - EXAMPLE

If you booked a Vehicle in a 'Standard' Vehicle category and have 'hatchback' as a type of Vehicle preference listed in your Customer Profile, then Avis will provide a Vehicle within the 'Standard' category (or we may select for you a better category) where we have it available as a hatchback at the pick up location. If we do not have any hatchbacks (for example, if we only have a sedan instead) within the 'Standard' category (or a better category we have selected for you) then we will not be able to provide a Vehicle matching your Customer Profile Preferences).

In short, a Preference is a 'desired option', not a 'required option'

8.3 Avis App

- 8.3.1 Once your Membership is confirmed by Avis you will have the option to download and use the Avis App (“**App**”) to make and manage your bookings. The App will be made available for you to use on and subject to the Mobile Application End User Terms as updated from time to time (“**App Terms**”).
- 8.3.2 The App Terms currently in force are provided to you in the Avis App at the time of downloading and when changed. Avis will give you notice of any change to the App Terms by notifying you of a change when you next start the App. The updated terms or changes are displayed on the screen of your device and you may be required to read and accept them to continue your use of the App.

8.4 **Requirements when picking up the Vehicle**

- 8.4.1 At the commencement of each rental you will be required to have a full, current and valid driver licence appropriate for the Vehicle being rented and you may be required to show this to the Avis Provider prior to leaving the rental premises with the Vehicle. If you are unable to comply with this requirement, the rental is prohibited and the Avis Preferred Rental Agreement will not proceed and the rental is terminated.
- 8.4.2 In some Avis locations there may be regulatory requirements that require a separate rental agreement to be signed for each rental. If you sign a local rental agreement, the terms and conditions of that local rental agreement will apply to that rental.

8.5 **Connected cars**

- 8.5.1 Avis and Avis Providers offer a range of Vehicles for rental which have been manufactured or which may have been modified with an on-board device so as to be connected to the internet and to collect and provide certain categories of information (including your Personal Information) to us and to the manufacturer of the vehicle and/or on-board device (and relevant third party service providers) (a “**Connected Car**”).
- 8.5.2 The use of data collected via a Connected Car and/or on-board device is primarily to ensure the Connected Car is in safe working order and to assist us in making the rental process more efficient and less time consuming for you.
- 8.5.3 **By agreeing to these terms, You authorise and consent to Avis verifying Your driving licence status, details and records with local authorities in Australia or New Zealand (as applicable) including via Driver Check managed by the New Zealand Transport Authority.**
- 8.5.4 Our Privacy Policy for the rental of a Vehicle is incorporated by reference into these Avis Preferred Australia and New Zealand Terms and Conditions shown at:
 Australia <https://www.avis.com.au/privacy>
 New Zealand: <https://www.avis.co.nz/privacy/>
 as amended from time to time by Avis. This covers other uses for the personal and other data. If you do not agree to this Privacy Policy, we may not be able to rent the Connected Car or other Vehicles to you.

9. AVIS RIGHTS TO MAKE CHANGES

- 9.1 Avis may change these Avis Preferred Terms and Conditions or the Rewards offered as part of the Membership, provided such changes are reasonable or required to accommodate changes in applicable law. Avis aims to give you at least fourteen (14) days' notice of such changes. Changes include changes to:
- 9.1.1 partner earning and redeeming rates, cancellation, expiry and eligible Vehicle rentals;
 - 9.1.2 Rewards, including the continued availability of Rewards;
 - 9.1.3 Rewards restrictions or conditions;
 - 9.1.4 tier (being Avis President's Club or Avis Preferred) status, requirements, restrictions, conditions or benefits;
 - 9.1.5 the partners or the products and services offered by any of them; or
 - 9.1.6 any Avis group products, services or loyalty programs.
- 9.2 Avis will advise Members of material changes to these Avis Preferred Terms and Conditions including where such changes will materially reduce or limit Rewards, vary the Avis Preferred loyalty program or provide other offers or arrangements including imposing additional requirements and restrictions related to Avis Preferred. Members will be taken to have received notice of such changes if we inform Members of the change by:
- 9.2.1 for Members living in Australia or New Zealand, providing notice at the email address provided to Avis by the Member in its Customer Profile or, if no valid email address is held by Avis, by posting details of the changes on the Avis website or in the Avis App; or
 - 9.2.2 for Members resident outside Australia or New Zealand, posting details of the changes on the Avis website or in the Avis App.
- 9.3 By continuing to use your Membership, Membership Number or Membership Card (including when making bookings) after such changes have been communicated to you in any of these ways, you consent to them.

10. YOUR RIGHTS TO END YOUR MEMBERSHIP

- 10.1 You may terminate your Membership at any time by contacting our team on the numbers in the Contact Us section of our website at <https://www.avis.com.au/en/contact> (Australia) or <https://www.avis.co.nz/en/contact> (New Zealand) , stating that you no longer wish to be a Member and sending us (if applicable) enclosing your Membership Card cut in half. Termination will result in a permanent loss of all Rewards associated with Avis Preferred.

11. AVIS RIGHTS TO END YOUR MEMBERSHIP

11.1 Termination for your material breach

- 11.1.1 Avis may terminate your Membership, your right to use the Membership Card or make a booking using your Membership Number if:

- (a) you materially breach these Avis Preferred Terms and Conditions and do not remedy such breach within ten (10) days after we notify you of such breach or such breach is irremediable;
- (b) you have committed fraud, misconduct, or are given a driving ban;
- (c) you withdraw your consent under clause 14.6; or
- (d) the email address that you have provided is no longer active and you failed to notify Avis of the update.

11.1.2 Avis will provide reasonable written notice to you giving reasons for why your Membership is being terminated.

11.2 Termination for your continued non-use of Avis Preferred

Avis may terminate your Membership and inform you if you have not used Avis Preferred for a consecutive period of at least 24 months.

11.3 Termination of Avis Preferred program

Avis may terminate the Avis Preferred program in its entirety at any time but will use its reasonable endeavours to give you at least six (6) months' notice via email or in writing if Avis proposes to do this. At the end of the period of notice your right to use Avis Preferred, your Membership Card, Membership Number and online Avis Preferred profile will cease.

11.4 Downgrading your Membership

As the Avis President's Club tier is discretionary and by invitation only, Avis may downgrade your Avis Preferred tier status from Avis President's Club to Avis Preferred at any time which will in turn downgrade your associated Rewards. In such circumstances you will receive at least thirty (30) days' written notice of the change via email or otherwise in writing and reasons for such action.

12. CONSEQUENCES OF TERMINATION

- 12.1 Any accumulated rental related revenue that is logged on your Avis Preferred Customer Profile for the purposes of Rewards calculations will be permanently zeroed on termination of your Membership.
- 12.2 Any Rewards issued prior to the effective date of termination will be valid in accordance with their terms and conditions except where such Rewards are contingent on ongoing and current membership of Avis Preferred.
- 12.3 Bookings which you had already made under your Avis Preferred Customer Profile prior to the effective date of termination continue in accordance with the Avis Preferred Rental Agreement(s) but those bookings which you make on or after the effective date of termination will not have the benefit of Avis Preferred and are made on and subject to the Terms and Conditions of Rental in force at the time of those bookings.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU AND YOUR RIGHTS

13.1 Limits of liability

13.1.1 Nothing in these Avis Preferred Terms and Conditions excludes or limits in any way Avis' liability or any of your rights or remedies where it would be unlawful to exclude or limit them or excludes any terms, conditions or warranties which are

implied under applicable law into contracts for the supply of goods or services which cannot be excluded under applicable law including:

- (a) **Australia:** any statutory guarantees implied under the Australian *Competition and Consumer Act 2010* (Cth), including the Australian Consumer Law, in respect of Australian consumers; or
- (b) **New Zealand:** any consumer guarantees which are implied under the Consumer Guarantees Act 1993 (New Zealand) in respect of New Zealand consumers, which require us to provide you with services with due care and skill goods and which are reasonably fit for their purpose).

13.1.2 As only individuals are eligible for Membership to Avis Preferred, subject to clause 13.1.1, to the maximum extent permitted by applicable law Avis and Avis Providers are not liable to any company or businesses employed by or contracted to individual Members or other third parties or any individual's Membership or their use of Membership for commercial, business or resale purposes.

13.1.3 Subject to clause 13.1.1, to the maximum extent permitted by applicable law Avis and Avis Providers are not liable for any loss or damage which does not directly flow from Avis' breach of these Avis Preferred Terms and Conditions or Avis Preferred unless to the extent that such loss or damage is caused by the breach, mistake, fraud, negligence or wilful misconduct of Avis or an Avis Provider.

13.2 **Your rights under the Australian Consumer Law**

13.2.1 Despite anything to the contrary in these Avis Preferred Terms and Conditions, if you acquire goods (other than goods acquired for the purpose of resupply) or services from Avis as a consumer, they come with statutory guarantees under the Australian Consumer Law that are not excluded by any term of these Avis Preferred Terms and Conditions.

13.3 **Your rights under the Australian Consumer Law: major failures**

13.3.1 For major failures with a service, you are entitled under the ACL:

- (a) to cancel your service contract with us; and
- (b) to a refund for the unused portion, or to compensation for its reduced value.

13.3.2 You are also entitled to choose a refund or replacement for major failures with goods.

13.4 **Your rights under the Australian Consumer Law: other failures**

13.4.1 If a failure with the goods or a service does not amount to a major failure, you are entitled under the ACL to have the failure rectified in a reasonable time. If this is not done you are entitled to a refund for the goods and to cancel the contract for the service and obtain a refund of any unused portion.

13.4.2 You are also entitled to be compensated for any other reasonably foreseeable loss or damage from a failure in the goods or service.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

14.1 About Avis collection and use of Personal Information

14.1.1 Avis collects, uses and discloses Personal Information about each Member in order for Avis to provide the Member with the Rewards and benefits and administer Avis Preferred and to undertake the activities further set out in this clause 14.

14.1.2 The Personal Information about such use in this clause 14 should be read alongside the Privacy Policy available on the applicable Avis website or at:

Australia: <https://www.avis.com.au/privacy>

New Zealand: <https://www.avis.co.nz/privacy/>

which are incorporated into these Avis Preferred Terms and Conditions.

14.2 If you do not provide your Personal Information

If the Member does not provide all or any part of the requested Personal Information, the services provided to that Member by Avis, and the Rewards that the Member receives, may be affected.

14.3 Marketing consent

By becoming a Member, you provide your consent to Avis:

14.3.1 sending you marketing communications including via direct mail, telephone, email, SMS, in-App notifications or other digital means, including:

- (a) news and offers for Avis Preferred Members;
- (b) offers, deals, news and updates from Avis and partners;
- (c) Vehicle rental specials, news and updates;
- (d) offers and competitions; and
- (e) Avis products including excess reduction, financial services, and activities and experiences;

14.3.2 associating and combining data collected from third parties with your Personal Information and using and disclosing that combined Personal Information to tailor the Member's experience and content, including third party content and otherwise in accordance with these Avis Preferred Terms and Conditions.

14.4 Opting out of marketing communications

14.4.1 You can opt out of receiving marketing communications:

- (a) for email and digital advertising by updating their email preferences in their Customer Profile;
- (b) for in-App notifications via App preferences; and
- (c) for SMS messages, by opting out directly from an SMS using the link provided.

- 14.4.2 Opting out of marketing communications will impact Avis' ability to provide you with Rewards that would otherwise be available to you as part of Membership.

15. DISPUTE RESOLUTION

15.1 Avis complaint process

- 15.1.1 Avis will use its best endeavours to respond to your complaint within fifteen (15) working days after the date of receipt of the complaint, provided Avis has all necessary information and has been able to complete any investigation required.
- 15.1.2 If Avis cannot respond within fifteen (15) working days, Avis will let you know as soon as reasonably practicable (and within fifteen (15) days after receiving your complaint) of the estimated response date.
- 15.1.3 Your complaint will be reviewed by an Avis representative who:
- (a) has appropriate experience, knowledge and authority; and
 - (b) is different from the person or persons whose decision is the subject of the complaint.
- 15.1.4 Avis' response to the review of a customer's complaint will be in writing and will include:
- (a) the final decision in relation to the complaint;
 - (b) the reasons for that decision; and
 - (c) the right to take the dispute to external dispute conciliation.

15.2 Complaint referral

- 15.2.1 If you do not accept the resolution of your complaint through our internal dispute resolution process, you may refer the matter to the Australian Finance Industry Association ("AFIA") facilitated by lodging a complaint online at <https://www.afia.asn.au/consumer-complaints/>
- 15.2.2 Avis will participate in AFIA process in good faith, including by being represented by an employee or representative who has sufficient authority to negotiate and agree an outcome with you. Avis will comply with any directions made by AFIA for the conduct of the conciliation. Avis will seek to resolve the matter with You during the conciliation and will consider any recommended resolution.

16. OTHER IMPORTANT TERMS

16.1 Avis' Transfer of rights and obligations

We may transfer our rights and obligations under these Avis Preferred Terms and Conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your Membership at no cost to you within thirty (30) days of us telling you about it.

16.2 These Avis Preferred Terms and Conditions are enforceable by the parties to them only

These Avis Preferred Terms and Conditions are between you and us. No other person has any rights to enforce them.

16.3 **Invalidity**

Each paragraph of these Avis Preferred Terms and Conditions operates separately. If any court or relevant authority decides that any part of them is unlawful, the remaining paragraphs will remain in full force and effect.

16.4 **Delay not a waiver**

If we delay in taking steps against you in respect of you breaking these Avis Preferred Terms and Conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date. Any waiver by any party must be in writing.

17. GOVERNING LAW AND JURISDICTION

17.1 **Governing law:**

These Avis Preferred Terms and Conditions and non-contractual obligations, disputes or claims arising out of or in connection with them are governed by and construed in accordance:

17.1.1 **Australia:** the laws of New South Wales, Australia, for all Avis Preferred Terms and Conditions agreed with Members who are resident in Australia; and

17.1.2 **New Zealand:** the laws of New Zealand, for all Avis Preferred Terms and Conditions agreed with Members who are resident in New Zealand.

17.2 **Jurisdiction:**

The parties agree that the courts of:

17.2.1 **Australia:** New South Wales, Australia, in respect of Avis Preferred Terms and Conditions agreed with Members who are resident in Australia; and

17.2.2 **New Zealand:** New Zealand, in respect of Avis Preferred Terms and Conditions agreed with Members who are resident in New Zealand,

have exclusive jurisdiction to settle any disputes which may arise out of or in connection with these Avis Preferred Terms and Conditions.

SCHEDULE 1

Avis Preferred Tiers

The following Avis Preferred and Avis President’s Club Rewards apply to Global Avis Preferred and President’s Club Holders respectively when renting Vehicles located in Australia and New Zealand.

Tier	Benefits	Service
<p>Avis Preferred</p>	<ul style="list-style-type: none"> • Faster bookings - your rental preferences are saved on your Customer Profile to make booking easier. • Share the drive in Australia or New Zealand, where we’ll include one Additional Driver for free. This is in addition to your partner or work colleague being automatically included as Additional Drivers with every booking under our corporate agreements with your company (if any) at no additional cost to you. • Dedicated Avis Preferred counters and the ability to bypass the counter at Sydney, Melbourne, Brisbane and Adelaide airports and go straight to your Vehicle for pick-up. • Dedicated Avis Preferred counters at Auckland (Domestic Terminal) Wellington, and Christchurch Airport. • Receive priority service at over 3,000 locations worldwide. • Unlock additional functionality on the Avis App that lets you manage your rental. In selected locations you can even choose your Vehicle before arrival. • Save the details of your favourite rewards partner program on your Customer Profile to earn partner rewards or points for all eligible rentals. • Special offers and rewards – remember to sign up to our marketing emails to access them. • New Zealand Avis Preferred Customer Service numbers available at https://www.avis.co.nz/en/contact • Australia Avis Preferred Customer Service numbers available at https://www.avis.com.au/en/contact 	<p>Priority</p>
<p>Avis President's Club</p>	<ul style="list-style-type: none"> • All the benefits of the Avis Preferred program plus more; • Start your journey with best available Vehicle upgrade. Every time you pick-up a Vehicle, Avis will automatically give you the best one available at that location as a complimentary upgrade. • Guaranteed Vehicle with at least 48 hours advance notice booking. • Worldwide discounts and recognition - you may receive discounts of up to 25% off standard rates in your country of residence. Application of any discounts and discount rate outside your country of residence may differ from location to location. • New Zealand Avis Preferred Customer Service numbers available at https://www.avis.co.nz/en/contact • Australia Avis Preferred Customer Service numbers available at https://www.avis.com.au/en/contact. 	<p>Highest priority</p>

SCHEDULE 2

Country Specific Avis Preferred Rental Agreement Terms

If you are renting in Australia, New Zealand, South Africa, Turkey, Greece, Canada, UK, Europe or USA the relevant terms and conditions referred to below shall apply to your rental, as set out in **clause 8.1**.

Australia:

<https://www.avis.com.au/TermsandConditions>

New Zealand:

<https://www.avis.co.nz/en/terms-conditions>

Europe and United Kingdom:

https://www.avis.com.au/content/dam/avis/na/us/common/pdf-files/PrefMbrGlobalTermsMiddle_EMEA.pdf

South Africa:

<https://www.avis.co.za/TermsandCondition>

Turkey:

For cars: <https://www.avis.com.tr/ arac-kiralama-kosullari>

For caravans: <https://www.avis.com.tr/avis-caravan-kiralama-kosullari>

Greece:

<https://www.avis.gr/en/TermsandConditions>

USA and Canada:

<https://www.avis.com.au/content/dam/avis/na/us/common/pdf-files/PrefMbrGlobalTermsMiddle.pdf>

SCHEDULE 3

Country Specific Contact Details

Avis Australia

Customer Services: 1800 141 000

197-201 Coward St, Mascot NSW 2020

Email: marketing@avis.com.au

Avis New Zealand

Customer Services: 0800 800 511

Millennium 2, Building C, Level 3, 600 Great South Road, Ellerslie, Auckland, 1051, New Zealand

Email: marketing@avis.co.nz