

## **NAVMAN MY-SERIES 2 YEARS FREE MAP SUBSCRIPTION GENERAL TERMS AND CONDITIONS**

### **The Subscription**

1. The subscription ("Subscription") consists of an upgrade as described herein ("Upgrade") to preinstalled maps/services of any particular product of the Promoter ("Qualifying Device") where purchased by a qualifying person ("Claimant") for 24 months from first use of the device ("Subscription Period") in accordance with these terms and conditions ("Terms").
2. Where the Qualifying Device purchased by the Claimant is a Navman MY60T, Navman MY65T, Navman MY75T, Navman MY80T, Navman MY85XLT or Navman MY-Escape, the Upgrade shall consist of a free update to the latest version of the pre-loaded map for 24 months from first use of the Navman Qualifying Device.

### **Claim Process and Provision of Upgrade**

3. To claim an Upgrade a Claimant must install the NavDesk PC software supplied with the Qualifying Device and connect the device to the PC to be prompted when the new update is available. PC (running Microsoft Windows XP or higher) and internet connection required. Only the preloaded map sold on the Qualifying Device can be updated under this offer. Map downloads require sufficient memory on the Qualifying Device – the use of a microSD card (not included) may be required to store and access the downloads if the Qualifying Device's internal memory is not sufficient.
4. Where the Upgrade consists of a free update to the latest version of the pre-loaded map for 24 months from first use, the claimant will have access to map updates from Navman up to 4 times annually with the final update to be completed within 30 months of purchase. Updates are not transferable to other Navman devices or alternative products.

### **Eligibility**

5. To be eligible for an Upgrade, the Qualifying Device must be purchased by a Claimant for personal, domestic, consumer and non-commercial use from any participating store. For the avoidance of doubt eBay purchases, trade-in offers, Governmental sales are, without limitation, expressly excluded from this Subscription.
6. The Subscription, and any Upgrade, is only available for Australian residents.
7. Each Claimant is entitled to an Upgrade in accordance with this Subscription and in accordance with these Terms.
8. The Promoter reserves the right at any time to verify the validity of any Claimant (including the Claimant's identity, age and place of residence) and to disqualify any Claimant who tampers with the claim process. For the avoidance of doubt, the Promoter may monitor and record internet protocol addresses of a Claimant when updating their Qualifying Device.

## **Limitation of Liability**

9. If this Subscription is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves right in its sole discretion to the fullest extent permitted by law:
  - (a) to disqualify any Claimant and refuse to provide that Claimant with any Upgrade; or
  - (b) to modify, suspend, terminate or cancel the Subscription as appropriate.
10. Except for any liability that cannot be excluded by law (including the Promoter's liability for any Qualifying Device), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Subscription, including but not limited to, where arising out of the following:
  - (a) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
  - (b) Any theft, unauthorized access or third party interference;
  - (c) Any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
  - (d) Any variation in offer value to that stated in these Terms; or
  - (e) Any tax liability incurred by a Claimant.

## **Collection of Information and Marketing**

11. The Promoter may use personal information in order to conduct the Subscription and may, for this purpose, disclose such information to third parties, which may be off-shore, including but not limited to, offer suppliers and as required, to Australian regulatory authorities. Acceptance of any Upgrade is conditional upon the Claimant providing this information.
12. Claimants should direct any request to access, update or correct information to the Promoter.

## **General**

13. The Promoter is Mitac Australia Pty Ltd (ABN 55 124 265 336) of Suite 2, 408 Victoria Road, Gladesville NSW 2111.
14. The recommended retail price of the Upgrade as at the commencement of the Subscription Period is \$99 per upgrade.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The Subscription is governed by and construed in accordance with Australian law. The Claimant agrees to submit to the exclusive jurisdiction of the tribunals and courts of Australia with respect to any claim or matter arising out of or in connection with the Subscription