

Solitaire Volkswagen • 58 Scotland Road • Mile End SA 5031

Solitaire Volkswagen Service Loyalty Program Terms and Conditions

Solitaire Volkswagen 58 Scotland Road Mile End SA 5031 Phone (08) 8152 5100 Fax (08) 8152 5110 Email vwg.service@solitaire.com.au

Russleigh Pty Ltd ABN 81 107 070 988 Dealer License DL65541

INTRODUCTION

- Russleigh Pty Ltd ACN 052 977198 trading as Solitaire Automotive runs the Solitaire Volkswagen Service Loyalty Program in accordance with these Terms and Conditions.
- 2. These Terms and Conditions concern the operation of the Service Loyalty Program, the use of the Service Loyalty Card and any promotional offers or activities that arise as a consequence of the Service Loyalty Program.
- 3. By using your Service Loyalty Card, you agree to be bound by these Terms and Conditions and by any variations to them.
- 4. These Terms and Conditions may be modified at any time, without notification, by Solitaire Automotive at its absolute discretion. Modifications may apply retrospectively.

LOYALTY PROGRAM MEMBERSHIP

- 5. To be eligible for the Service Loyalty Program, you must have purchased a Volkswagen from the passenger range through Solitaire Volkswagen at Hawthorn or Medindie and had that vehicle complete a First Service and Second Service at the Solitaire Volkswagen Service Centre at Mile End before 19th of October 2017. In addition, the vehicle must not be due or overdue for a Third Service as at the of 19th October 2017.
- 6. Once you are eligible, your Service Loyalty Card will be sent to your provided address prior to your 45,000km service.
- 7. The Service Loyalty Program is for the vehicle with the VIN specified on your Service Loyalty Card and is not transferrable or subject to redemption for cash.
- 8. Your Service Loyalty Card remains the property of Solitaire Automotive at all times. It is your responsibility to keep it safe. Lost or stolen Service Loyalty Cards will not be replaced.
- 9. You must advise us of any changes to your personal details by calling Solitaire Automotive on 08 8152 5100.
- 10. Employees of Solitaire Automotive are not eligible to participate in the Service Loyalty Program.

BENEFITS

- 11. The benefits of your membership of the Service Loyalty Program are:
 - a. 10% OFF your 45,000km scheduled service
 - b. \$100 OFF your 60,000km scheduled service
 - c. 10% OFF your 75,000km scheduled service



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- d. 12.5% OFF your 90,000km and all future scheduled services for the life of ownership
- 12. To receive these benefits, you must book the vehicle with the VIN specified on your Service Loyalty Card into the Solitaire Volkswagen Service Centre at Mile End for the relevant scheduled service in advance. You must also produce your Service Loyalty Card to us when you present the vehicle for service. If you do not produce your Service Loyalty Card, these benefits may be refused.
- 13. No discounts apply to any other motor vehicle services undertaken outside of the above scheduled services however, discounts on Volkswagen accessories and other products may be offered to you from time to time subject to production of your Service Loyalty Card at the time of purchase.

TERMINATION OF PARTICIPATION

- 14. You may terminate your participation in the Service Loyalty Program at any time by writing to Solitaire Automotive Group at 26-32 Belair Road, Hawthorn SA 5062 or by calling our Service Department on 08 8152 5100.
- 15. Solitaire Automotive may terminate your participation in the Service Loyalty Program or refuse a benefit without notice for any reason including, without limitation, if you:
 - a. breach any of these Terms and Conditions;
 - b. abuse any privilege afforded to you in connection with the Service Loyalty Program; or
 - c. supply any misleading information or make any misrepresentations to Solitaire Automotive or its agents, or are otherwise dishonest or fraudulent in connection with the Service Loyalty Program.
- 16. Solitaire Automotive will not be liable for any loss or other consequence arising out of termination of your participation in the Service Loyalty Program.

SUSPENSION AND TERMINATION OF SERVICE LOYALTY PROGRAM

17. Solitaire Automotive may suspend or terminate the Service Loyalty Program at any time at its discretion without prior notice. Solitaire Automotive will not be liable for any loss or other consequence whatsoever arising out of such suspension or termination.

DISCLAIMER

- 18. To the extent permitted by law, Solitaire Automotive excludes all responsibility for any loss or harm to any person or property or for any loss of profits or other indirect or consequential loss relating in any way, and whether directly or indirectly to:
 - a. your participation in the Service Loyalty Program;

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- b. any communication or failure to communicate in respect of the Service Loyalty Program; or
- c. the provision of any benefits in connection with the Service Loyalty Program.

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PRIVACY

19. Solitaire Automotive may collect, use and disclose personal information for the purpose of providing benefits in accordance with these Terms and Conditions. We will take all reasonable steps to protect your privacy. Please see our Privacy Policy at http://www.solitaire.com.au/pages/policies#contentbrand for more information.

CONTACT US

20. Please do not hesitate to email <u>solitaire.marketing@solitaire.com.au</u> about any queries, comments or requests for information you may have regarding the Service Loyalty Program or these Terms and Conditions.

GENERAL

- 21. These Terms and Conditions cover the entire agreement and understanding between you and Solitaire Automotive relating to the Service Loyalty Program.
- 22. The validity and interpretation of these Terms and Conditions are governed by the laws of South Australia. Any dispute in connection with these terms and conditions is subject to the exclusive jurisdiction of the courts of South Australia.
- 23. If any provision of these Terms and Conditions becomes or is found to be illegal or unenforceable, that provision may be severed from these Terms and Conditions and the remaining provisions shall continue in force.

DEFINITIONS

- 24. In these Terms and Conditions unless the context otherwise requires:
 - a. **First Service** means 12 month or 15,000km (whichever occurs first) service;
 - Second Service means 24 month or 30,000km (whichever occurs first) service;
 - c. Third Service means 45,000km service;
 - d. **Service Loyalty Program** means the Solitaire Volkswagen Service Loyalty Program operated in accordance with these Terms and Conditions;
 - Service Loyalty Card means any Service Loyalty Card or other user card issued by Solitaire Automotive in connection with the Service Loyalty Program;
 - f. **Solitaire Automotive, we, our** and **us** refers to Russleigh Pty Ltd ACN 052 977 198 trading as Solitaire Automotive;



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g. **You, you** and **yours** refers to any person eligible for membership of the Service Loyalty Program in accordance with these Terms and Conditions. Email vwg.service@s

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Solitaire Volkswagen

INTERPRETATION

- 25. In these Terms and Conditions, unless the context otherwise requires:
 - a. headings do not affect interpretation;
 - b. singular includes plural and plural includes singular;
 - c. a reference to a party includes its executors, administrators, successors and permitted assigns;
 - d. a reference to a person includes a partnership, corporation, association, government body and any other entity; and
 - e. a provision is not to be construed against a person because that person prepared it.