

## NAVMAN FREE MAPS MONTHLY

### TERMS AND CONDITIONS

1. Under these terms and conditions ("Terms"), eligible persons ("Claimants") are, by purchasing a Navman qualifying device, eligible to receive free map updates ("Free Maps Monthly")

Navman's "Free Maps Monthly" entitles you to receive no more than twelve map data updates annually, when and as such updates are made available from the supplied software and Navman website. Qualifying Navman GPS units come with free maps and safety updates for the useful life\* of the compatible Navman for as long as the device has sufficient memory and capabilities to house the most current map or traffic information or until Navman's data suppliers for map and traffic information, whichever is shorter.

\*A product's "useful life" means the period during which the product (a) has sufficient memory capacity and other required technical capabilities to utilise current map data and (b) is capable of operating as intended without major repairs. Third party content providers may change. In some instances, your Navman product might not have sufficient memory remaining for you to load an update to the map data, in which case you will need to either (a) select reduced map data coverage for your updates, or (b) purchase separately a microSD™/SD™ card (if and as applicable to your Navman product) and load all or a portion of the map data coverage for your updates to the card and insert the card into the microSD/SD card slot contained in your Navman product. If neither of the measures in (a) or (b) can be used to address your product's lack of sufficient remaining memory, then Navman may conclude that the "useful life" of your product has expired.

2. Information on how to claim, and other details contained within promotional advertisements for Free Maps Monthly form part of these Terms.

3. In these Terms:

(a) the "Navman" is Mitac Australia Pty Ltd (ABN 55 124 265 336) of 5/43-51 College Street, Gladesville NSW 2111;

(b) the "Qualifying Devices" are the Navman GPS devices which depict the Free Maps Monthly in each case when purchased new by the Claimant.

#### **Subscription details**

4. A subscription to map updates from the Navman allows the subscriber to download updates to the preloaded map sold with their Qualifying Device, unless the qualifying device can no longer support the amount of data required for the new map or if Navman changes mapping providers.

(a) Claimants will be notified when new maps are available when they connect their qualifying device to their PC with Navdesk installed. The Navdesk software disc is provided at time of purchase in the qualifying devices product box.

5. Claimants acknowledge and agree that:

(a) generally, map updates are available from the Navman a minimum of twelve times annually;

(b) to download map updates from the Navman:

- (i) a PC (running Microsoft Windows 7/Vista and above, Mac OS X10.6 and above) and internet connection is required, and the Navman strongly recommends that only a broadband internet connection is used;
  - (ii) the Claimant is responsible for obtaining, using and paying for that internet access; and
  - (iii) the Claimant must install the NavDesk PC software supplied with the Qualifying Device;
- (c) map downloads require sufficient memory on the Qualifying Device, and Claimants may need to use an appropriate microSD card to store and access the downloads if their device's internal memory is not sufficient; and
- (d) microSD cards are sold separately from, and are not provided with, Qualifying Devices, or as part of this Promotion.
- (e) Only the data that was originally contained on the qualifying device at the time of purchase will be updated.

### **Provision of map updates**

6. To obtain the map updates corresponding to their Free Maps Monthly, successful Claimants must:

- (a) Download that map update by 31 December in the relevant year or until that map is superseded.
- (b) Updates are not transferable to other Navman devices or alternative products.
- (c) Claimants are recommended to register their qualifying device on the Navman registration page located at <https://www.navman.com.au/navmancustomer/device/create/>

### **Eligibility**

7. To be eligible for Free Maps Monthly, the Qualifying Device must be purchased by a Claimant for personal, domestic, consumer use from any participating store.

8. The Subscription, and any Upgrade, is only available for Australian and New Zealand residents.

9. Each Claimant is entitled to an Upgrade in accordance with this Subscription and in accordance with these Terms.

10. The Navman 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 Navman may monitor and record internet protocol addresses of a Claimant when updating their Qualifying Device.

### **Limitation of Liability**

11. 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 Navman, the Navman 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.

12. Except for any liability that cannot be excluded by law (including the Navman's liability for any Qualifying Device), the Navman (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 Navman'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 Navman) due to any reason beyond the reasonable control of the Navman;
- (d) Any variation in offer value to that stated in these Terms; or
- (e) Any tax liability incurred by a Claimant.

### **General**

13. Failure by the Navman to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. These terms are governed by the laws of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of New Zealand courts.