

# NAVMAN MY450LMT RAPID MAP REFRESH LIFETIME MAPS

## TERMS AND CONDITIONS

### 1. Application of terms and interpretation

1.1 This document sets out the terms on which You may download map updates from Navman for your Qualifying Device at no additional charge (the "Service"). You may only use the Service in accordance with these terms, and only where You meet the requirements set out in these terms. If You do not agree to these terms (or do not meet the requirements set out in these terms), You may not use the Service.

1.2. In these Terms:

(a) "Navman" means:

(i) where the Qualifying Device is purchased in Australia, Mitac Australia Pty Ltd (ABN 55 124 265 336) of Suite 2, 408 Victoria Road, Gladesville NSW 2111; or

(ii) where the Qualifying Device is purchased in New Zealand, Navman Technology NZ Ltd of 7-11 Kawana Street, Northcote, Auckland, New Zealand;

(b) "Qualifying Device" means a Navman MY450LMT satellite navigation device that is purchased new by You in Australia or New Zealand from a participating retailer, and which is not used for business purposes. A list of participating retailers may be requested from Navman; and

(c) "You" means an individual who meets the requirements set out in these terms, is a resident of Australia or New Zealand, and has taken any steps required by Navman from time to time to receive the Service.

### 2. The Service

2.1. The Service is available to You until the earlier of:

(a) the end of the Qualifying Device's useful life, being the date on which the Qualifying Device is no longer serviceable or supported by Navman;

(b) the end of the useful life for the Qualifying Device's software, being the date on which the software is superseded and can no longer be supported by Navman; and

(c) the date of any change to Navman's mapping provider.

2.2 Information on how to receive the Service, and other details contained within promotional advertisements for the Service form part of these terms.

2.3 You acknowledge and agree that:

(a) generally, map updates are available through the Service up to twelve times annually;

(b) to download map updates from Navman:

(i) a PC (running Microsoft Windows XP or higher) and internet connection is required, and Navman strongly recommends that only a broadband internet connection is used; and

- (ii) You must first install on that PC the NavDesk PC software supplied with the Qualifying Device, and You are responsible for obtaining, using and paying for all required internet access;
- (c) map downloads require sufficient memory on the Qualifying Device, and You may need to use an appropriate microSD card to store and access the downloads if the internal memory of your Qualifying Device is not sufficient;
- (d) microSD cards are sold separately from, and are not provided with, Qualifying Devices; and
- (e) at the time of downloading any map update, only the data that was originally contained on the Qualifying Device at the time of purchase will be updated.

### **3. Provision of map updates**

- 3.1. To obtain map updates through the Service, You must download the relevant map update before it is superseded.
- 3.2. Map updates obtained through the Service are not transferable to other Navman devices or alternative products.
- 3.3. Navman recommends that You register your Qualifying Device on the Navman registration page located at [www.navman.com.au/register](http://www.navman.com.au/register) (if you purchased the Qualifying Device in Australia) or [www.navman.co.nz/register](http://www.navman.co.nz/register) (if you purchased the Qualifying Device in New Zealand) to be alerted via email when new maps updates become available. You should check your spam filters and settings from time to time to ensure such email notifications do not get blocked by a spam filter.
- 3.4. Navman may at any time verify the eligibility of any person seeking to receive the Services (including a person's identity, and place of residence) and to disqualify any person who tampers with the Service or any process in relation to receiving map updates from Navman. Navman may monitor and record the internet protocol address of persons downloading map updates.

### **4. Liability and Consumer Guarantees**

- 4.1 In this paragraph 4: (a) "Australian Consumer Law" has the meaning given to that term in section 4 of the Competition and Consumer Act 2010 (Commonwealth of Australia); (b) "Consumer" has the meaning given to that term in section 3 of the Australian Consumer Law, or section 2 of the New Zealand Consumer Guarantees Act 1993, as the context requires; and (c) "PDH Goods or Services" means goods or services of a kind ordinarily acquired for personal, domestic or household use or consumption.
- 4.2 Under the Australian Consumer Law (and other similar legislation of Australian states and territories) and the New Zealand Consumer Guarantees Act 1993, certain statutory guarantees are conferred in relation to the supply of goods or services to a Consumer ("Consumer Guarantees"). Where You as a Consumer acquire goods and services under these terms from Navman:

- (a) in Australia or New Zealand, where the goods or services are PDH Goods or Services, the operation of the applicable Consumer Guarantees cannot be, and are not in this Licence, excluded, restricted or modified;
- (b) in Australia (or Consumer Guarantees are otherwise conferred in relation to those goods and services by Australian law), where the goods or services are not PDH Goods or Services, Navman limits its liability for a failure to comply with any Consumer Guarantee (other than where to do so would otherwise cause all or part of this clause to be void) to (at Navman's option): (i) in the case of goods, repairing or replacing the goods or paying the cost of having the goods repaired or replaced; and (ii) in the case of services, re-supplying the services or paying the cost of having the services re-supplied; or
- (c) in New Zealand (and paragraph (b) above does not apply), where the goods or services are not PDH Goods or Services or You are acquiring them for the purposes of a business, then You acknowledge and agree that the New Zealand Consumer Guarantees Act 1993 does not apply,

and Navman does not exclude or limit the operation of the Consumer Guarantees under any other provision of these terms or in any other manner and You agree it is fair and reasonable in all the circumstances for Navman's liability to be so limited. To the extent permitted by law, Navman excludes from these terms all representations, guarantees, conditions, warranties, rights, remedies, liabilities and other terms that may be conferred or implied by statute, general law or custom, except any guarantee, implied term or right conferred under any legislation (including the Australian Consumer Law and the New Zealand Consumer Guarantees Act 1993, the exclusion of which would contravene legislation or cause part or all of this clause to be void.

- 4.3. To the extent permitted by law and subject to paragraph 4.2, Navman (including its officers, employees and agents) excludes all liability (whether arising in contract, tort (including negligence) or otherwise) for any personal injury or any other loss, cost, damage or expense (including loss of profit, revenue, data, business, opportunity and goodwill), whether direct, indirect, special or consequential, arising in any way out of or in connection with the Services or these terms, including but not limited to, where arising out of the following:
- (a) any technical difficulties or equipment malfunction (whether or not under Navman's control);
  - (b) any theft, unauthorised access or third party interference;
  - (c) any claim for Services that are late, lost, altered, damaged or misdirected (whether or not after its receipt by Navman) due to any reason beyond the reasonable control of Navman; or
  - (d) any tax liability incurred by any person in connection with the Service.

## **5. General**

- 5.1 Your use of the software and map data referred to in these terms is governed by the *Software License and Privacy Notice* and *Terms and Conditions for the Use of Navigation Data* (as applicable), as provided with the Qualifying Device at the time of retail purchase.

- 5.2 Failure by Navman to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 5.3 If You purchased your Qualifying Device in Australia, these terms are governed by the laws of New South Wales and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New South Wales. If You purchased your Qualifying Device in New Zealand, these terms are governed by the laws of New Zealand and each party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of New Zealand.