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This document sets out the terms for obtaining a Carnet from us.

CARNET TERMS OF SALE

1. Acceptance of Carnet Terms of Sale

- 1.1 You agree to the Carnet Terms of Sale when you submit an Application to purchase a Carnet.
- 1.2 Each Application you submit will be a separate and binding agreement between you and us with respect to the supply of Carnets.
- 1.3 You consent and agree to AAA using the Member Club/s to assist in the performance of the Related Services.

2. Validity

- 2.1 Carnets, subject to the laws, rules, regulations and guidelines of the country of Australia and the country of intended travel, are valid for 12 months from purchase unless your domestic vehicle registration expires or is revoked in the meantime.
- 2.2 You are required to carry your Carnet whilst overseas.
- 2.3 You must maintain the Australian domestic registration of your vehicle throughout the duration of your Carnet in order for your Carnet to be and remain valid.
- 2.4 You may apply to have your Carnet extended for another 12 months. Your Application however must be submitted to us, no later than six (6) weeks prior to the expiration of the current Carnet.
- 2.5 Failure to provide the timeframe mentioned in clause 2.4, may result in the requested extension not being processed in time. In this event you warrant to indemnify us and our Member Clubs from all Liability.
- 2.6 Fees relating to the extension of your Carnet will incur additional costs and will be subject to approval by customs authorities in the country in which you occupy at the time. Customs authorities and guarantee associations have the right to reject any extension without cause.
- 2.7 In order to apply and have your Carnet extended

for another 12 months, you must maintain the Australian domestic registration of your vehicle throughout the duration of your extended Carnet in order for your extended Carnet to be and remain valid.

- 2.8 You agree and understand the onus is on you to ensure the Carnet is correctly submitted and stamped upon entry and exit of the overseas intended country of travel.
 - 2.9 Failure to act in accordance with clause 2.8 means all monies including but not limited to duties, penalties and fines will be paid by you and you indemnify us and our Member Clubs from any Liability.
 - 2.10 The Carnet is not valid for travel to:
 - (a) Egypt;
 - (b) Libya;
 - (c) Sudan;
 - (d) Bangladesh;
 - (e) Iraq;
 - (f) Jordan;
 - (g) Oman; or
 - (h) Syria.
 - 2.11 Should you attempt to travel to any country listed at clause 2.10 with the Carnet, you will be liable and responsible for all claims and monies including but not limited to duties, penalties and fines and you indemnify us and our Member Clubs from any Liability.
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- ### **3. Application Submission**
- 3.1 You may submit an Application to buy a Carnet by submitting the completed Application form found on the Website.
 - 3.2 When you submit an Application you make an offer to buy the Carnet and we may accept or reject an Application at our discretion.
 - 3.3 You warrant the information provided is correct, accurate and timely when you submit an Application for a Carnet.
 - 3.4 We will:
 - (a) if your Application is accepted:
 - (i) notify you that your Application has been submitted; and

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- (ii) dispatch the goods; or
 - (b) if your Application is rejected:
 - (i) notify you that it is rejected; and
 - (ii) refund the Purchase Price to the credit card that you paid with or via electronic funds transfer (EFT) to your nominated account should refunding to the nominated credit card not be possible, should monies already have been deducted.
- 3.5 You acknowledge the preferred medium of submission of the Application is via registered post/courier (whether domestic or international).
- 3.6 Should you elect to submit the Application via electronic mail (e-mail), you undertake to hold us harmless and accept all risks and consequences of doing so, unless the actual damage you have suffered is directly due to our negligence.

4. Payment

- 4.1 Prices may change from time to time and the price for the Carnet will be listed on the Website.
- 4.2 You must pay us the Purchase Price upon notification from us. We take no responsibility for any consequences for delay in such payment.
- 4.3 If you pay by credit card, you warrant that your credit card details are true and correct and that you are authorised to charge the relevant credit card.
- 4.4 All prices are in Australian Dollar (\$AUD) unless otherwise indicated.
- 4.5 The sale of a Carnet is GST free.
- 4.6 You agree to indemnify us from and against any loss or damage we suffer in connection with a breach of warranty in sub-clause 4.3.

5. Security

- 5.1 All credit card transactions will be maintained and subject to PCI compliance (being the version of PCI DSS our processors have been certified against) in accordance with industry practice to protect against fraudulent transactions or transaction requests, interception, interference,

monitoring forgery or theft of any transaction data or other data relating to you, your credit card details or the transaction.

- 5.2 For credit card transactions, we use a third party processor (e.g. MYOB) and/or payment gateway (e.g. Paycorp) that we may change from time to time so that:
- (a) payments are processed in real time; and
 - (b) we do not have access to your credit card numbers.
- 5.3 We use database management systems to store any Personal Information we collect and it contains security features, such as password protection, firewall and anti-virus, to ensure the protection and integrity of our data.
- 5.4 Should you submit your Application via electronic mail (e-mail) you:
- (a) acknowledge that there are risks in sending personal information via email;
 - (b) will accept those risks when you submit your Application;
 - (c) understand that your Application may not reach us;
 - (d) understand there may be delays in processing your Application;
 - (e) undertake to ensure we have received your Application.
- 5.5 We make no representation, express nor implied, that submitting the Application via e-mail is secure.

6. Variation or Cancellation of Applications

- 6.1 You may request to vary or cancel your Application and we may accept your request at our reasonable discretion.
- 6.2 You may request that your Application be varied or cancelled. We cannot vary or cancel any Application where the Carnet has already been dispatched.
- 6.3 In the event of variation:
- (a) you will pay costs we incur in varying your request including administrative costs;
 - (b) we are not responsible for any delay in supplying the Carnet caused by the variation;
 - (c) nominated service level times, including

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- but not limited to, processing and/or delivery, nominated from time to time may be effected by the variation and you understand any such timeframe may not apply to a varied Application;
- (d) you will use all reasonable endeavours to provide any requested information within the period of time mentioned in such notice. If no timeframe is nominated, then all information requested must be provided within 3 days of the date of notification;
- (e) failing to abide by the clause 6.3(d) may result in the cancellation of your Application, at your cost; and
- (f) we may cease manufacture and/or supply of the Carnet at our discretion, until any variation request is resolved.
- 6.4 In the event of cancellation:
- (a) you will pay any costs we incur in cancelling your request including administrative costs;
- (b) we will refund amount equivalent to Purchase Price less the costs incurred in paragraph 6.4(a).

7. Accuracy of Carnet Description

- 7.1 You acknowledge and agree that there may be technical or administrative errors in information including but not limited to the Carnets description, pricing and availability.
- 7.2 We may correct any errors on our Website and if you have submitted an Application for a Carnet that had errors, we may at our discretion:
- (a) inform you of the errors for you to re-submit, with regard to clause 6, your Application; or
- (b) reject your Application and refund the full amount of payment you made.

8. Shipping and Delivery

- 8.1 We will use reasonable endeavours to ensure the Carnet is dispatched to you so that you may receive the Carnet on or around the Expected Delivery Date.
- 8.2 We engage third parties, namely Australia Post and related couriers, to deliver the Carnet(s).
- 8.3 We do not and cannot guarantee the third party

delivery of the Carnet.

- 8.4 We do not and cannot guarantee that the Carnet will be delivered to you by the Expected Delivery Date.
- 8.5 We are not liable for any failure to deliver or delay in delivery beyond our reasonable control.
- 8.6 To the full extent permitted by law, you release us and our Member Clubs, employees, agents and subcontractors from any Liability arising from delivery of the Carnet, unless that Liability has directly arisen from our conduct only.
- 8.7 Should an issue be experienced relating to the delivery of a Carnet, you understand, agree and acknowledge that the issue is with the party mentioned in clause 8.2 and not us.

9. Refund and Exchange

- 9.1 We only provide a refund:
- (a) in accordance with this agreement;
- (b) for breach of express warranties we provided in regards to the Carnet; and
- (c) when there is a violation of any other warranties or rights you have under any legislation.
- 9.2 Subject to clause 9.1, a refund will not be issued once the Carnet has been created. For the avoidance of doubt, a refund will not be issued should the Carnet subject vehicle no longer is taken overseas or if something were to happen to the vehicle to render it useless to take overseas.
- 9.3 To request a refund you must:
- (a) show your receipt or proof of purchase;
- (b) return, at your expense, the Carnet in the same condition as they were purchased ; and
- (c) provide us with information regarding the reason for return.
- 9.4 All refunds for credit cards are made only to the credit card that was used in the Application. Should refund to the purchasing credit card not be possible, we will seek your nominated EFT banking details and will attend to the refund via your nominated EFT details.
- 9.5 To the fullest extent permitted under the law, we do not accept or provide refunds for an Application

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except in accordance with this clause.

10. Damaged Carnets

No Damage Assumed

- 10.1 The Carnets are deemed to have been delivered to you and received by you, free from any damage.

Notification of Damage

- 10.2 When you receive the Carnet, you must immediately inspect the Carnet and notify us within 5 days, of any damage to the Carnet (including photos of any alleged damage).

Damage Caused by Us

- 10.3 We will replace the Carnet and send the new Carnet to you, at our expense.

Damage Caused by You

- 10.4 You are responsible for any damage to the Carnet caused by you (including by any act or omission) for any reason, including:
- (a) using the Carnet contrary to our instructions or directions;
 - (b) modifying the Carnet; or
 - (c) using the Carnet for an unintended purpose.

11. Privacy Policy

- 11.1 The way in which we collect, securely store and handle your Personal Information is governed by our Privacy Policy, which can be found on our Website.

12. Process

Bond

- 12.1 A refundable bond is paid as part of the Purchase Price.
- 12.2 We will hold the bond for a period of 2 years from the date of Carnet payment or issue, whichever is the earliest.
- 12.3 The bond will be refunded to you upon receipt of a fully discharged Carnet is returned to us within two (2) years from the date of Carnet issue.

- 12.4 If you fail to return the fully discharged Carnet to us within the prescribed timeframe specified in clause 12.3, the bond will be forfeited to us.

Customs Claim

- 12.5 Should a customs claim be issued in relation to your Carnet and/or vehicle, you are solely responsible for payment of the customs claim within the prescribed time.
- 12.6 Should the AAA receive a customs claim on your behalf, the AAA may elect to attend to payment of same. In this event, you warrant to reimburse the AAA, should the customs claim be greater than the bond you have provided to the AAA.
- 12.7 The bond will not be refunded to you should there be a customs claim against the Carnet and the custom claim not be paid within the claim due date.
- 12.8 Should a customs claim be issued and not paid by the custom claim due date as well as not within two (2) years from the date of Carnet issue, the bond will be forfeited to us and you, the full extent permitted by law, indemnify and forever hold us harmless from any claim, loss and/or damage in this regard.

13. Warranties and Guarantees

- 13.1 To the full extent permitted by law, we exclude all representations, warranties or terms (whether express or implied) not otherwise specified in these terms.

Implied Terms

- 13.2 This Agreement includes, by implication, only those warranties, conditions and terms that:
- (a) law or legislation implies into this Agreement; and
 - (b) law or legislation prohibits the parties from modifying, excluding or contracting away.

Warranties

- 13.3 I warrant I am not principally resident in any of the countries I propose to visit.
- 13.4 I warrant to not place the vehicle subject to the Carnet, at the disposal of a personal or firm having a residence or business in the country of temporary importation, nor use the vehicle between points within that country for transport of

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local goods or passengers against remuneration or other consideration unless specifically authorised by customs authorities.

- 13.5 I warrant to notify the you or the guarantor motoring association in the country visited as soon as possible of any circumstances, including but not limited to damage, confiscation etc, preventing or delaying exportation of the imported vehicle and/or other items listed on the Carnet.
- 13.6 I warrant to ensure the Carnet is discharged by the customs administration before selling any vehicle listed on the Carnet, modifying its characteristics, or if it has been written off for any reason, or destroyed under customs control. I warrant to also ensure to return the Carnet, after having it properly discharged to you.
- 13.7 I warrant to provide a completed Certificate of Location, which is located on the Carnet, before the Carnet is returned to you, if it has not been properly discharged by the customs of the last country in which it was used for temporary importation.
- 13.8 In the event of the Carnet being lost, I warrant to provide you with a completed Certificate of Location made out by the authorities of the country of registration or final importation dated beyond the expiry date of the Carnet.
- 13.9 I understand and warrant to not hold you liable for the effects of any changes in temporary importation regulations which have either not been officially communication to the AIT & FIA or are amended after the issue of the Carnet.
- 13.10 I authorise you to take, at my expense, all reasonable legal steps to avoid payment of custom duties and/or charges and to use any guarantee deposit held for this purpose.

14. Limitation of Liability

- 14.1 To the fullest extent permitted by law, we are not liable in any way for indirect, special or consequential Liability. We will be liable for any Liability you have suffered as a direct result of our negligence.
- 14.2 To the fullest extent permitted by law, our Liability to you for the supply of the Carnet is limited to the

amount of the Purchase Price you have paid us for the Carnet, unless a court has ordered otherwise.

- 14.3 To the fullest extent permitted by law, we are not liable for any consequences resulting from your provision of false, fraudulent or incorrect information in order to obtain the Carnet.
- 14.4 To the fullest extent permitted by law, our Liability for any breach of any condition, warranty or guarantee (including any condition, warranty or guarantee implied under sub-clause 13.2) is, at our discretion, limited to the lesser of:
- (a) if the breach relates to the Carnet:
 - (i) the replacement of the Carnet or the supply of equivalent goods;
 - (ii) the payment of the cost of replacing the Carnet;
 - (iii) a refund of the Purchase Price you have paid to us in respect if any damaged Carnet; and
 - (b) if the breach relates to services:
 - (i) re-supplying services;
 - (ii) paying the reasonable costs of re-supplying the services; or
 - (iii) refunding the portion of the Purchase Price that you have paid to us in respect of any services.
- 14.5 Nothing in this agreement will exclude or limit our ability in respect of any:
- (a) death or personal injury caused by our negligence;
 - (b) fraud or fraudulent misrepresentation on the part of us;
 - (c) matter which it would be illegal or unlawful for us to exclude or limit, or attempt to or purport to exclude or limit, its liability.

15. Indemnity

- 15.1 You indemnify us against all losses, Claims, Liabilities and expenses arising out of or in connection with:
- (a) you supplying the Carnet to a third party;
 - (b) your use of the Carnet contrary to any of our instructions or directions;
 - (c) breach of the warranties set out in this Agreement; and
 - (d) a breach of this Agreement by you or your employees, agents or subcontractors.

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15.2 To the fullest extent permitted by law, we are not liable for any consequences resulting from your submission of your Application via electronic mail (e-mail), this includes without limitation, loss or interference of personal information and delays with your Application, unless the actual damage you have suffered is directly due to our negligence.

16. No Waiver

Method of Waiver

16.1 A Party waives a right under this Agreement only by giving written notice that it waives that right.

Limitation of Waiver

16.2 A waiver is limited to the instance referred to in the writing (or if no instance is referred to in the writing, to past instances).

No deemed Waiver

16.3 A right is not impaired or waived by:

- (a) a failure to exercise that right;
- (b) a delay in exercising that right;
- (c) a partial exercise of that right;
- (d) a previous exercise of that right; or
- (e) negotiations between the Parties.

17. Jurisdiction

17.1 This Agreement is governed by the laws of the Australian Capital Territory.

17.2 The Parties irrevocably submit to the exclusive jurisdiction of the courts of the Australian Capital Territory

17.3 No Party may object to the jurisdiction of any of those courts on the ground that it is an inconvenient forum or that it does not have jurisdiction.

18. Severability

18.1 If all or any part of any provision of this Agreement is invalid or unenforceable, then:

- (a) that provision is severed from this Agreement to the extent necessary to remove the invalidity or illegality; and
- (b) the remaining provision of this Agreement remains valid and enforceable.

19. Survival of Certain Terms

19.1 The terms of this Agreement which are capable of having effect after this Agreement ends continue to have full effect, including clauses in relation to:

- (a) protection of intellectual property;
- (b) post-agreement restraints; and
- (c) guarantees, warranties, indemnities and limitation of liability.

We are committed to protect your privacy. We provide this privacy policy under the *Privacy Act 1988* (Cth) and the European Union General Data Protection Regulation (Regulation (EU) 2016/679) to provide you details about our practices in relation to the collection, use, disclosure and handling of Personal Information.

PRIVACY POLICY

1. Privacy Policy

1.1 This Privacy Policy is governed by the Australian Privacy Principles under the *Privacy Act 1988* (Cth) and where we obtain Personal Information from a citizen of a member state of the European Union, the European Union General Data Protection Regulation (Regulation (EU) 2016/679) (the **EU GDPR**).

2. Collection of Personal Information

2.1 We collect Personal Information when you:

- (a) register for membership;
- (b) interact with us through the phone, in person or via email and you provide us your details;
- (c) purchase or subscribe to our products or services;
- (d) subscribe to our mailing list;
- (e) enter our competitions or promotions; or
- (f) apply for positions with Us or you are our contractor.

2.2 We collect Personal Information to:

- (a) improve our products and services;
- (b) provide our product and/or service to you;
- (c) communicate with you;
- (d) offer you promotional product or market our product that you are interested in;
- (e) keep a record of your order for refund or exchange;
- (f) keep our customer database;
- (g) to investigate any complaints that you make;
- (h) to investigate whether you are in breach of our terms and conditions;
- (i) verify your identity;
- (j) to notify you of vacant positions if you applied for jobs with Us;
- (k) comply with the law or to use your information as permitted under the law; and

- (l) use your information for purposes that are related to the above.

2.3 We collect and hold following types of Personal Information:

- (a) your contact details that may include but are not limited to your name, business name, phone number(s), postal address, email addresses, date of birth, nationality, passport details, driver licence detail, next of kin, and vehicle details;
- (b) optional Personal Information that you consent to provide, including your interests in a particular area, gender or age; and
- (c) optional surveys that provide Personal Information including whether you like our Business or Website and what you like or do not like.

2.4 We will only collect your Personal Information using fair and lawful means.

2.5 We do not store credit card details as we use payment gateways and/or third party processor.

2.6 If we receive unsolicited Personal Information, we may destroy it or ensure that it is de-identified if it is lawful and reasonable to do so.

3. Consent

3.1 You understand and acknowledge that the consent you are to provide when submitting Personal Information is required in order for a Carnet to be purchased by and issued to you. Failing to provide consent may result in failure to assess, process and subsequently issue a Carnet.

Withdrawal of Consent

3.2 Consent may be withdrawn by contacting us in accordance with clause 10 of this policy.

3.3 After having received, reviewed and actioned your request, subject to clause 10, your withdrawal of consent will be noted on our system.

3.4 We will use our best commercial endeavours to action your request as soon as possible. However, we note that during the time between receiving your request to processing the withdrawal your Personal Information, you will not hold use liable for the use

of your Personal Data during this processing time.

- 3.5 Personal Information will be marked as 'restricted' between the time of processing your request to withdraw until the actual time of the withdrawal being actioned.

4. Customer Right to be Forgotten

- 4.1 In addition to the withdrawal of your consent, you may also contact us to erase your Personal Information.
- 4.2 You may contact us in accordance with Clause 10, to have your Personal Data erased and we will use our reasonable discretion to erase same if:
- (a) the Personal Information provided is no longer necessary in relation to the purpose of the processing of a Carnet;
 - (b) you have withdrawn your consent for us to hold your Personal Information;
 - (c) the legal retention period for holding your Personal Information has expired;
 - (d) you object to the use of your Personal Information; or
 - (e) the processing of your Personal Information was not in accordance with the EU GDPR.

5. Security

- 5.1 All credit card transactions will be maintained and subject to PCI compliance (being the version of PCI DSS our processors have been certified against) in accordance with industry practice to protect against fraudulent transactions or transaction requests, interception, interference, monitoring forgery or theft of any transaction data or other data relating to you, your credit card details or the transaction.
- 5.2 For credit card transactions we use a third party processor (e.g. MYOB) and/or payment gateway (e.g. Paycorp) that we may change from time to time so that:
- (a) payments are processed in real time; and
 - (b) we do not have access to your credit card numbers.
- 5.3 We use database management system to store most of the Personal Information and it contains security features, such as password protection, firewall and anti-virus, to ensure the protection and integrity of our data.

- 5.4 Should you submit any Personal Information when submitting the Application via electronic mail (e-mail) you:
- (a) acknowledge that there are risks in sending Personal Information via email;
 - (b) will accept those risks when you submit your Application;
 - (c) understand that your Application may not reach us;
 - (d) understand there may be delays in processing your Application;
 - (e) undertake to ensure we have received your Application.

- 5.5 We make no representation, express nor implied, that submitting the Application with your Personal Information via e-mail is secure.

6. Anonymity and Pseudonymity

- 6.1 You may interact anonymously or by using a pseudonym, for example when you:
- (a) call us;
 - (b) use our online forums that does not require membership; or
 - (c) email us,

and you may refuse to give your details.

- 6.2 You must provide your Personal Information when you:
- (a) purchase goods that require delivery;
 - (b) register for membership;
 - (c) sign up for mailing list;
 - (d) lodge a complaint; and
 - (e) are required to provide Personal Information under the law.

7. Disclosure of Personal Information

- 7.1 We only disclose your Personal Information for purposes that are reasonably related to our Business.
- 7.2 We will not disclose your Personal Information to third parties for payment, profit or advantage.
- 7.3 We may disclose your Personal Information to third parties, from time to time, to assist us in conducting our Business, including but not limited to:
- (a) Fédération Internationale de l'Automobile (FIA), national and international border

- force/custom authorities and associated government bodies;
- (b) technology service providers including internet service providers or cloud service providers;
 - (c) couriers such as Australia Post;
 - (d) data processors that analyse our Website traffic or usage for us;
 - (e) agents that perform functions on our behalf, such as mailouts, debt collection, marketing or advertising;
 - (f) our related bodies corporate; and
 - (g) to persons, entities or courts as required under the law.
- 7.4 We may disclose your Personal Information to third parties:
- (a) to provide the service you wish to use;
 - (b) to improve our Business, services, products and Website;
 - (c) to customise and promote our services which may be of interest to you;
 - (d) to comply with or as permitted under the law; or
 - (e) with your consent.
- 7.5 We may disclose your Personal Information to entities located overseas and will use reasonable endeavours to ensure they are subject to similar privacy legislation when handling such information.
- 7.6 We use our every and best endeavours to ensure each third party we directly contract with, in the dealings of Personal Information, are aware of their processor liability provisions under the EU GDPR and also are aware of privacy obligations in the dealings with Personal Information.

8. Retention of Personal Information

- 8.1 Personal Information is securely held by us for a period of 2 years after the collection of your Personal Information.
- 8.2 This Personal Information is then deleted and/or destroyed on or around 2.5 years after the date of Carnet expiration.
- 8.3 Other types of information (i.e. Carnet number, Carnet date etc) relating to the transaction are kept for the statutory required period of time for record keeping.

9. Direct Marketing to You

- 9.1 We will not send you unsolicited commercial electronic messages in contravention of the *Spam Act 2003* (Cth).
- 9.2 We may use the non-sensitive information you gave us for the purpose of promoting and marketing our Business to you if we:
- (a) use the information that you reasonably expected us to use for promoting and marketing our Business to you; and
 - (b) provide you a simple method to opt-out.
- 9.3 We will not contact you to promote or market our Business if you requested us not to.
- 9.4 We may also disclose your Personal Information to our related entities, including our Member Clubs and their related entities, so they may give you information and offers about products and services offered by them.

10. Accessing and Correcting Your Personal Information

Accessing Your Personal Information

- 10.1 You may request access to your Personal Information that we hold and we will:
- (a) verify your identity;
 - (b) charge you to cover the cost of meeting your request, if any, but not for the request itself; and
 - (c) within a reasonable period of time, comply with your request.
- 10.2 We may refuse to allow you to access your Personal Information if we are not required to do so under the Australian Privacy Principles.

Correcting Your Information

- 10.3 You may request to correct your Personal Information that we hold and we will update your Personal Information so that it is up-to-date, accurate, complete, relevant and not misleading.

How to Contact Us

- 10.4 If you would like to access or correct your Personal Information, please contact us by:
- (a) email:

- international@aaa.asn.au
- (b) writing to: GPO Box 1555 Canberra 2601
ACT; or
- (c) phone: +61 2 6247 7311

11. Complaints

- 11.1 If you believe we breached the Australian Privacy Principles under the *Privacy Act 1988* (Cth) or a registered Australian Privacy Principles Code, or the EU GDPR, you may lodge a complaint as follows:
- (a) firstly, contact us in writing to the email or postal address in clause 10.5 and include the following in your complaint:
- (i) your contact details;
- (ii) section or provision of the Australian Privacy Principles, EU GDPR or Code that you believe we breached; and
- (iii) our practice or policy that you believe breaches the relevant Australian Privacy Principle, EU GDPR or Code,
- (b) and you must allow us a reasonable time, about 30 days, to reply to your complaint; and
- (c) secondly, you may complain to the Office of the Australian Information Commissioner if:
- (i) you are not satisfied with our response; or
- (ii) we do not respond to you within a reasonable time without sufficient explanation.

12. Personal Information Breach

- 12.1 In the unlikely event of a breach of privacy:
- (a) we employ practices to notify the relevant bodies under the *Privacy Act 1988* (Cth) and the EU GDPR within the required timeframes.
- (b) We will notify you without undue delay, should it be found the breach places your rights and freedoms at a high risk.

13. Interpretation

- 13.1 In this Agreement, unless the contrary intention appears:
- (a) a reference to this Agreement or any instrument includes any variation or replacement of any of them;

- (b) a reference to a person includes a body corporate, joint venture, association, government body, firm and any other entity;
- (c) a reference to legislation includes any amendments to it, any legislation substituted for it, and any subordinate legislation made under it;
- (d) the singular includes the plural and vice versa;
- (e) words of one gender include any gender;
- (f) headings do not affect the interpretation of this Agreement;
- (g) reference to a Party includes that Party's personal representatives, successors and permitted assigns;
- (h) reference to a thing (including a right) includes a part of that thing;
- (i) if a Party comprises two or more persons:
- (i) reference to a Party means each of the persons individually and any two or more of them jointly;
- (ii) a promise by that Party binds each of them individually and all of them jointly;
- (iii) a right given to that Party is given to each of them individually; and
- (iv) a representative, warranty or undertaking by that Party is made by each of them individually;
- (j) a provision must not be construed against a Party only because that Party prepared it;
- (k) a provision must be read down to the extent necessary to be valid and if it cannot be read down to that extent, it must be severed;
- (l) if a thing is to be done on a day which is not a Business Day, it must be done on the Business Day before that day;
- (m) another grammatical form of a defined expression has a corresponding meaning;
- (n) the word "include" is used without any limitation;
- (o) the rights, duties and remedies in this Agreement operate to the extent that they are not excluded by law; and
- (p) examples are descriptive only and not exhaustive.

14. Definitions

- 14.1 Unless contrary intention appears:
- (a) **AAA** means the Australian Automobile Association (AAA).

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- (b) **Agreement** means these Carnet Terms of Sale and any schedules and annexures to it, as amended and substituted from time to time.
- (c) **Application** means the application form (including but not limited to any digital or electronic application form or paper application form or any such form submitted by way of email) or email request you complete and lodge with us for the manufacture and/or supply of goods.
- (d) **Australian Consumer Law** means Schedule 2 of *Competition and Consumer Act 2010* (Cth).
- (e) **Australian Privacy Principles** means the principles under the Schedule 1 of the *Privacy Act 1988* (Cth).
- (f) **Business** means Australian Automobile Association (AAA) and Member Clubs and related automotive services including but not limited to the supply of Carnets.
- (g) **Business Day** means a day except a Saturday or Sunday or other public holiday.
- (h) **Carnet** means a CPD Carnet De Passages en Douane.
- (i) **Carnet Terms of Sale** means the terms and conditions set out in this document as amended from time to time.
- (j) **Claim** means any claim, suit, action, demand, or right.
- (k) **Consequential Loss** includes all forms of indirect loss including loss of revenue, loss of profits, failure to recognise profits or savings and any other commercial and economic loss, howsoever caused.
- (l) **Expected Delivery Date** means the expected delivery date stated in the Application, or as we notify you from time to time.
- (m) **GST** has the meaning given in the GST Act.
- (n) **GST Act** means A New Tax System (Goods and Services Tax) Act 1999 (Cth).
- (o) **Liability** means responsibility for any loss (either direct or indirect), damage, or expense and includes liability for Consequential Loss.
- (p) **Member Club(s)** are listed in Table 1 at the end of this Agreement.
- (q) **Party** means a person or entity who provides or receives all or part thereof of the Related Services.
- (r) **Parties** mean all the persons or entities who provides or receives all or part thereof of the Related Services.
- (s) **Personal Information** means personal information as defined under *Privacy Act 1988* (Cth).
- (t) **Purchase Price** means the total price (including freight) for the Carnet as specified in your Application.
- (u) **Related Services** means any services performed in supplying the goods.
- (v) **Sensitive Information** means sensitive information as defined under *Privacy Act 1988* (Cth).
- (w) **We/Us** (whether in capitals or not) means Australian Automobile Association (AAA) and our Member Club(s) and Ours have corresponding meanings.
- (x) **Website** means <https://www.aaa.asn.au/> or <https://www.aaa.asn.au/international-motoring/taking-my-vehicle-overseas/> or as amended from time to time.
- (y) **You** (whether in capitals or not) means the Carnet consumer or prospective consumer and Your and Yours have corresponding meanings.

14.2 The word 'include' is used without any limitation.

Table 1 –Member Club

State or Territory	Member Club	Website
Australian Capital Territory	NRMA	https://www.nrma.com.au/
New South Wales	NRMA	https://www.nrma.com.au/
Victoria	RACV	https://www.racv.com.au/
Tasmania	RACT	http://www.ract.com.au/
South Australia	RAA	http://www.raa.com.au/
Western Australia	RAC	https://rac.com.au/
Northern Territory	AANT	http://aant.com.au/
Queensland	RACQ	https://www.racq.com.au/