

AVIS PREFERRED

Australia and New Zealand Terms and Conditions

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AVIS PREFERRED TERMS & CONDITIONS

1. DEFINITIONS

1.1 In these terms and conditions, the following definitions apply:

- 1.1.1 “**Avis**” means, as the context requires, the relevant Avis group company to whom you submitted your Membership Form as set out in clause 3.1 below.
- 1.1.2 “**Avis Preferred**” means the Avis Preferred loyalty program which provides renters with priority and a more efficient rental experience.
- 1.1.3 “**Avis Preferred Rental Agreement**” means a separate contract between you and an Avis Provider for the rental of a Vehicle, which incorporates the Terms and Conditions, and if you are renting in Australia, New Zealand, Canada, Greece, Republic of Ireland, South Africa, Turkey, or USA, the relevant terms and conditions set out in **Schedule 2**.
- 1.1.4 “**Avis Preferred Terms and Conditions**” means these terms and conditions which are applicable to your participation in Avis Preferred (to the extent that you have opted to participate).
- 1.1.5 “**Avis Provider**” means the company operating the Avis Rent A Car System in the location in which you take possession of a Vehicle.
- 1.1.6 “**Customer Profile**” means your general information and preferences relating to matters such as car type, excess reduction, invoicing or method of payment and data protection that you entered on the Membership Form, as updated from time to time by notice to Avis via Avis’ website or otherwise.
- 1.1.7 “**Member**”, “**you**” or “**your**”: means the person whose name was entered in the Membership Form.
- 1.1.8 “**Membership**” means membership of Avis Preferred.
- 1.1.9 “**Membership Card**” means, where issued, a membership card or digital membership card for the Avis President’s Club or Avis Preferred (as defined in **Schedule 1**).
- 1.1.10 “**Membership Form**” means the application form that you filled out in order to apply for Membership.
- 1.1.11 “**Membership Number**” means the customer number provided by Avis to you upon Avis’ acceptance of your application for Membership.
- 1.1.12 “**Rental Terms and Conditions**” means the Booking Conditions, General Conditions of Rental and Rental Agreement Terms and Conditions applicable to the rental of a Vehicle in the country in which the Avis Provider gives you possession of the Vehicle, which will be available to you for Australia at www.avis.com.au/TermsandConditions and for New Zealand www.avis.co.nz/TermsandConditions.
- 1.1.13 “**Reward**” means a voucher or certificate issued by Avis or an Avis Provider, at their sole discretion and where applicable, to recognise a customer’s loyalty under Avis Preferred.
- 1.1.14 “**Terms and Conditions**” means the Avis Preferred Terms and Conditions, including all Rental Terms and Conditions.
- 1.1.15 “**Tier**” means either Avis Preferred or Avis President’s Club (as defined in **Schedule 1**).
- 1.1.16 “**Vehicle**” means any vehicle to which an Avis Provider grants you possession for the purposes of rental, even if such vehicle is different to that selected by you during booking or as part of your general preferences selected on your Customer Profile.
- 1.1.17 “**Year**” means the period of twelve months from the date of commencement of Membership and each twelve-month period thereafter.
- 1.1.18 References to “**writing**” or “**written**” in these terms and conditions includes emails.

2. THESE TERMS

- 2.1 **What these terms cover.** These are the terms and conditions which are applicable to your participation in Avis Preferred (to the extent that you have opted to participate). These terms and conditions are applicable as of the date of your agreeing these terms and conditions.
- 2.2 **Why you should read them.** Please read these terms and conditions carefully before you join Avis Preferred. These terms and conditions tell you who we are, how to apply for Membership, the benefits of your Membership, how you and we may change or end your Membership, what to do if there is a problem and other important information.
- 2.3 **Effect of these terms.** By agreeing to these terms and conditions, using your Membership Number or using your Membership Card to make reservations for the rental of a Vehicle, you agree that the Terms and Conditions (as amended from time to time) will apply to your Membership and to all Avis Preferred Rental Agreements.
- 2.4 Each time you rent a Vehicle through your Membership, the Avis Provider and you will automatically enter into an Avis Preferred Rental Agreement, which will incorporate the Terms and Conditions. The Terms and Conditions that will apply will be the relevant Terms and Conditions applicable at the time in respect of the country in which the Avis Provider gives you possession of the Vehicle.
- 2.5 You will indicate your acceptance of the Terms and Conditions for each Avis Preferred Rental Agreement by accepting the keys for the Vehicle at the rental station of the Avis Provider.
- 2.6 Each time you book or commence (by taking possession of the Vehicle) the rental of a Vehicle using your Membership Number or Membership Card, the relevant Avis Group Member or the Avis Provider (as applicable) will automatically link those details to the relevant Rental Terms and Conditions. The relevant Rental Terms and Conditions will be deemed to incorporate automatically the then current Avis Preferred Australia and New Zealand Terms and Conditions (meaning the terms and conditions set out in this document) at the time of booking and again at the time of commencement of the rental. The Rental Terms and Conditions and the incorporated Avis Preferred Australia and New Zealand Terms and Conditions together are referred to as an "Avis Preferred Rental Agreement". By accepting the keys for the Vehicle when commencing your rental provides you acknowledge this automatic incorporation.

3. INFORMATION ABOUT US AND HOW TO CONTACT US

- 3.1 **Who we are.** 'Avis Australia' is the trading name of W.T.H. Pty Limited ABN 15 000 165 855 (WTH) which is a subsidiary of Avis Rent A Car System, LLC. Avis New Zealand is registered as Avis Rent A Car Limited under company number 166704 which is a subsidiary of Avis Rent A Car System LLC.
- 3.2 **How to contact us.** You can contact us by telephoning or by writing to our customer service team as provided in **Schedule 3** or at the address set out in **clause 3.1** above.
- 3.3 **How we may contact you.** If we have to contact you, we will do so by telephone or by writing to you at the email address or postal address you provided to us on your Membership Form and/or when setting up your online profile for Avis Preferred.

4. MEMBERSHIP

- 4.1 You must be an individual who is at least 21 years of age to apply for Membership.
- 4.2 In order to apply for Membership you must complete the Membership Form and submit it to Avis as directed by Avis at the relevant time.
- 4.3 You must provide your full name, residential/physical address and email address for correspondence on your Membership Form. The preferred postal mailing address determines the applicability of any local rules or restrictions and eligibility for local promotions.

- 4.4 Avis reserves the right not to enrol individuals with resident addresses in certain countries and/or regions, which are subject to change. Avis will give reasonable advance notice where the removal of a country and/or region will affect your Membership. Up to date information on countries and/or regions which are open to Membership is available on the Avis website.
- 4.5 Your Membership will commence upon acceptance by Avis of your application which will be confirmed by Avis at the relevant time. Membership is offered at Avis' discretion and Avis may refuse Membership to any applicant.
- 4.6 If your application for Membership is accepted, you will be given a Membership Number and we may issue you with a Membership Card.
- 4.7 You may only maintain one Avis Preferred profile unless authorised by Avis and in the event of duplication, Avis reserves the right to cancel any of your duplicated Avis Preferred profiles and/or Memberships (other than the profile which relates to the first Membership application approved by Avis).

5. KEEPING YOUR DETAILS UP TO DATE

- 5.1 Each time you rent a Vehicle through your Membership you represent and warrant that the information provided on your 'Customer Profile' as shown in your online Avis Preferred profile which is accessible via <https://www.avis.com.au/en/loyalty-profile/avis-preferred/login> or <https://www.avis.co.nz/en/loyalty-profile/avis-preferred/login> is true, accurate and complete, and you will notify Avis of any changes to any of that information, including any changes relating to your driving licence, credit or payment card details.
- 5.2 You may notify Avis of any changes to the information in your Customer Profile by updating your Customer Profile in your online Avis Preferred profile or by contacting Avis. If any such details change prior to or during the rental of Vehicle through your Membership, you must advise the Avis Provider of such changes immediately.
- 5.3 Each time you enter into an Avis Preferred Rental Agreement, you are deemed to certify that you hold a full, current and valid driving licence that is appropriate for the vehicle being rented and are legally entitled to drive in the country of rental.
- 5.4 If at any time any information provided by you is not true, accurate or complete in any material respect the Avis Provider may immediately terminate any Avis Preferred Rental Agreement with or without notice and inform you of that by contacting you using the contact information provided in your Customer Profile. In these circumstances, you will be responsible for any loss, liability, costs and/or expenses which may be incurred or suffered by the Avis Provider as a result of your failure to maintain the truth, accuracy or completeness of such information.

6. TERMS OF USE

- 6.1 Only the person named on the Membership Card may use it or quote the Membership Number unless that person provides express permission to book on their behalf. Membership Cards are not transferable to any other person in any circumstances. The Membership Card is not a credit or payment card unless otherwise notified to you by Avis. It remains the property of Avis and must be returned if requested.
- 6.2 You may be requested to produce the Membership Card or Membership Number at any time at the request of Avis. You should add your Membership Number to all bookings at the time of booking, or prior to arriving at the relevant rental station.
- 6.3 You agree to keep safe and secure your Membership Number, Membership Card, and the password to your online Avis Preferred profile.
- 6.4 You are prohibited from giving, lending or selling your Membership, Membership Number and/or Membership Card to any other person including other members, allowing other persons including other members to drive any Vehicle whilst it is on rental by you, allowing other persons including other members access to and/or use of your Membership, Membership Number,

Membership Card and/or your online Avis Preferred profile, and/or otherwise allowing any other person including other members to benefit from the use of your Membership, Membership Number, Membership Card and/or your online Avis Preferred profile, except where such persons have been added to your Avis Preferred Rental Agreement as an additional driver by Avis. You will procure the compliance of any such additional drivers with the Avis Preferred Rental Agreement and you will at all times be responsible for any acts and/or omissions of any additional drivers.

- 6.5 Any unauthorised use of your Membership, Membership Number, Membership Card, your online Avis Preferred profile and/or any Vehicle which you have reserved pursuant to your Membership must be immediately reported to DPO@abg.com.au Failure to comply with **clauses 6.4** and **6.5** may result in termination of your Membership, may void any applicable excess reduction coverage, and you may be subject to liability for any losses, liabilities and damages arising as a result of the unauthorised use of your Membership, Membership Number, Membership Card, your online Avis Preferred profile and/or any Vehicle which you have reserved pursuant to your Membership. Additionally, you will bear the applicable fees and costs of any Vehicle use and for any damage that results from such use and/or breach of **clauses 6.4** and **6.5**.
- 6.6 Avis and/or the Avis Provider is the owner of any item it provides to you or puts at your disposal during your Membership, including specifically and without limitation, all Membership Cards and Vehicles. Your use of and rights in relation to any Vehicle provided by Avis and/or the Avis Provider are limited to those rights of use stated in the Terms and Conditions and the applicable Avis Preferred Rental Agreement.

7. AVIS PREFERRED TERMS

TIERS

- 7.1 Avis Preferred comprises of two Tiers (Avis Preferred and Avis President's Club). The rewards and benefits associated with each Tier is explained in more detail in **Schedule 1**.

8. RENTAL TERMS

TERMS THAT APPLY TO EACH RENTAL

- 8.1 The terms and conditions of each Avis Preferred Rental Agreement will incorporate (as applicable):
(in the following order of priority):
 - 8.1.1 if you are renting in Australia, New Zealand, Canada, Greece, Republic of Ireland, South Africa, Turkey, or USA, the relevant terms and conditions referred to in **Schedule 2**;
 - 8.1.2 the Terms and Conditions applicable at the time of your reservation in respect of the country in which the Avis Provider gives you possession of the Vehicle;
 - 8.1.3 the preferences you select whilst making your booking; and
 - 8.1.4 any additional terms and conditions agreed by the Avis Provider and you in relation to the purchase of additional products and services before or during the Avis Preferred rental, or on return of the Vehicle.
- 8.2 Avis will use reasonable endeavours to respect preferences that you selected when providing or updating your Customer Profile when fulfilling your Vehicle rental bookings but cannot guarantee that your preferences will always be available. Avis is not liable if your preferences are not available.
- 8.3 Once your Membership is confirmed by Avis you will be entitled to download and use the Avis App ("**App**") to make and manage your bookings. The App will be made available for you to use on and subject to the Mobile Application End User Terms as updated from time to time ("**App Terms**").
- 8.4 The App Terms currently in force are in the Avis App. Avis will give you notice of any change to the App Terms by notifying you of a change when you next start the App. The updated terms or

changes may be displayed on the screen of your Device and you may be required to read and accept them to continue your use of the App.

PICKING UP THE VEHICLE

- 8.5 At the commencement of each rental you will be required to show your full, current and valid driving licence that is appropriate for the Vehicle being rented to an employee of the Avis Provider prior to leaving the rental premises with the Vehicle. In the event that you are unable to comply with this requirement, no rental shall take place and no Avis Preferred Rental Agreement shall be entered into.
- 8.6 In some Avis locations there may be regulatory requirements that require a separate rental agreement to be signed for each rental. If you sign a local rental agreement, only the terms and conditions of that local rental agreement will apply to that rental.

PRICE AND PAYMENT

- 8.7 You or your company (if renting for business purposes) will be personally responsible for paying all charges, costs, losses and damages associated with your rental of a Vehicle and/or any other equipment or accessories to the relevant Avis Provider in accordance with the terms of the Avis Preferred Rental Agreement.
- 8.8 You acknowledge that although you may not be required to physically sign or accept a new Avis Preferred Rental Agreement each time you rent a Vehicle you will be bound by the Avis Preferred Rental Agreement in respect of your use of the Vehicle in the country of rental (including but not limited to being responsible for all traffic penalties and parking charges incurred during the rental). You therefore understand and accept that a prosecuting authority may transfer responsibility for such penalties and charges to you where Avis presents an Avis Preferred Rental Agreement in your name.
- 8.9 Your acceptance of these terms and conditions, use of your Membership Number or use of your Membership Card to make reservations for the rental of a Vehicle constitutes authority for the relevant Avis Provider to calculate and debit the total charges associated with your rental of a Vehicle under each Avis Preferred Rental Agreement against your Avis Preferred profile with the specified card issuing organisation, on completion of the rental.
- 8.10 If you have chosen to pay in a currency other than that used by Avis or the Avis Provider when the quote for your reservation was prepared, the exchange rate used is based on for rentals of Vehicles in:
 - 8.10.1 Australia - the Citibank wholesale rate plus 4%; or
 - 8.10.2 New Zealand – the Reserve Bank of New Zealand base rate, at the time (depending on Member location), with this currency conversion service being provided by Avis or the relevant Avis Provider.

CONNECTED CARS

- 8.11 Avis and Avis Providers offer a range of vehicles for rental which have been manufactured or which may have been modified with an on-board device so as to be connected to the internet and to collect and provide certain categories of information (including your personal information) to us and to the manufacturer of the vehicle and/or on-board device (and relevant third party service providers) (a “**Connected Car**”).
- 8.12 The use of data collected via a Connected Car and/or on-board device is primarily to ensure the Connected Car is in safe working order and to assist us in making the car rental process more efficient and less time consuming for you.
- 8.13 Our Privacy Policy for the rental of a Vehicle is incorporated by reference into these Avis Preferred Australia and New Zealand Terms and Conditions shown at:
 Australia <https://www.avis.com.au/privacy>
 New Zealand: <https://www.avis.co.nz/privacy/> as amended from time to time by Avis.

9. OUR RIGHTS TO MAKE CHANGES

- 9.1 When these Avis Preferred Australia and New Zealand Terms and Conditions are effective and when they may change. Each Avis group company reserves the right at any time in its sole discretion to make any changes (whether material or otherwise) to these Avis Preferred Australia and New Zealand Terms and Conditions or the Rewards or benefits offered at any time including:
- 9.1.1 changes to:
 - 9.1.1.1 partner earning and redeeming rates, cancellation, expiry and eligible Vehicle rentals;
 - 9.1.1.2 Rewards or benefits, including the continued availability of Rewards or benefits;
 - 9.1.1.3 Rewards or benefits restrictions or conditions;
 - 9.1.1.4 Tier status, requirements, restrictions, conditions or benefits; or
 - 9.1.2 changes to the partners or the products and services offered by any of them;
- or
- 9.1.3 changes to any Avis group company products, services or loyalty program. Avis will use best efforts to advise Members of material changes to these Avis Preferred Australia and New Zealand Terms and Conditions including where such changes will materially reduce or limit Rewards or benefits to vary the Avis Preferred loyalty program or other offers or arrangements including imposing additional requirements and restrictions related to Avis Preferred. Without limiting this clause in any way, Members will be taken to have received notice of such changes if any Avis group company informs Members of the change by:
 - 9.1.3.1 for Members living in Australia or New Zealand, providing notice at the email address provided to Avis by the Member in its Customer Profile or, if no valid email address is held by Avis, by posting details of the changes on the Avis website or in the Avis App;
 - 9.1.3.2 for Members resident outside Australia or New Zealand, posting details of the changes on the Avis website or in the Avis App.

You are deemed to consent to such changes if you continue to use your Membership, Membership Number or Membership Card (including when making reservations and you are deemed to have accepted the variation in respect of all Avis Preferred Rental Agreements entered into) after such changes have been communicated to you in these ways.

10. YOUR RIGHTS TO END YOUR MEMBERSHIP

You may terminate your Membership at any time by contacting our Database team on: **1800 553 787** in Australia or **0800 509 009** in New Zealand, stating that you no longer wish to be a Member and (if applicable) enclosing your Membership Card cut in half if applicable. Any such termination will result in a loss of all benefits associated with Avis Preferred and does not relieve you of any continuing obligations under these terms and conditions.

11. OUR RIGHTS TO END YOUR MEMBERSHIP

- 11.1 In addition to any other rights or remedies that may be available to Avis, Avis reserves the right at any time in its absolute discretion to terminate your Membership immediately and/or if applicable your right to use the Membership Card or make a booking using your Membership Number if you materially breach these Avis Preferred Australia and New Zealand Terms and Conditions (and do not remedy such breach within 10 days after we notify you of such breach or such breach is irremediable) or you have committed fraud, misconduct, are given a driving ban or if you withdraw your consent under **clause 14.6** or the email address that you have provided is no longer active and you failed to notify Avis or any Avis group company, and in such cases Avis will provide written notice to you giving reasons for why your Membership is being terminated.

- 11.2 Avis may terminate your Membership without notice if you have not used Avis Preferred for a consecutive period of at least 24 months.
- 11.3 Avis may terminate Avis Preferred at any time but will use its reasonable endeavours to give you at least six (6) months' notice on email or in writing. You acknowledge that at the end of the period of notice your right to use Avis Preferred, your Membership Card, Membership Number and online AVIS Preferred profile will cease.
- 11.4 Avis reserves the right to revoke or downgrade your Avis Preferred tier status and all associated benefits at any time, at our absolute discretion. This includes downgrading your tier status including, but is not limited to, tier changes affecting your Avis President's Club memberships tier. In such circumstances you will receive reasonable notice of this change by email or otherwise in writing.

12. CONSEQUENCES OF TERMINATION

- 12.1 Any accumulated rental related revenue that is logged on your Avis Preferred profile will be zeroed on termination of your Membership howsoever arising.
- 12.2 Any Rewards issued prior to the effective date of termination shall continue to be valid in accordance with their terms and conditions except where such Rewards are contingent on membership of Avis Preferred.
- 12.3 Any bookings which you have made under your Avis Preferred profile prior to the effective date of termination shall continue to be valid in accordance with these terms and conditions.
- 12.4 Any booking which you make on or after the effective date of termination shall not have the benefit of Avis Preferred and shall be made on and subject to the Rental Terms and Conditions in force at the time of your booking.

13. OUR RESPONSIBILITY FOR LOSS OR DAMAGE SUFFERED BY YOU

- 13.1 Nothing in these Avis Preferred Australia and New Zealand Terms and Conditions excludes or limits in any way Avis's liability where it would be unlawful to or excludes any terms, conditions or warranties which are implied under applicable law into contracts for the supply of goods or services which cannot be excluded under applicable law (including:
 - 13.1.1 any statutory guarantees which are implied under the Australian Competition and Consumer Act 2010 (Cth) in respect of Australian consumers; or
 - 13.1.2 any consumer guarantees which are implied under the Consumer Guarantees Act 1993 (New Zealand) in respect of New Zealand consumers, which require us to provide you with services with due care and skill goods and which are reasonably fit for their purpose).
- 13.2 As only individuals are eligible for Membership to Avis Preferred, subject to clause 13.1, to the maximum extent permitted by applicable law Avis group companies and Avis providers are not liable for any losses incurred by any company or businesses arising from Membership or use of Membership for commercial, business or resale purposes.
- 13.3 Subject to clause 13.1, to the maximum extent permitted by applicable law Avis group companies and Avis providers are not liable for any loss or claim of any kind (including, without limitation, consequential or economic loss, loss of profits, loss of business, business interruption, or loss of business opportunity) arising under or in connection with these Avis Preferred Australia and New Zealand Terms and Conditions or Avis Preferred, including, without limitation, any changes to the Avis Preferred Australia and New Zealand Terms and Conditions or Avis Preferred, save to the extent that such loss or claim arises from the gross negligence or wilful misconduct of an Avis group company.

14. HOW WE MAY USE YOUR PERSONAL INFORMATION

- 14.1 Each Member acknowledges that Avis collects, uses and discloses information about the Member, in order for Avis to provide the Member with the Rewards and benefits and administer Avis Preferred and to undertake the activities further set out in this clause 14. The information about such use in this clause 14 should be read alongside the Privacy Policy available on the applicable Avis website or at:
 Australia: <https://www.avis.com.au/privacy>
 New Zealand: <https://www.avis.co.nz/privacy/>
 which are incorporated into these Avis Preferred Australia and New Zealand Terms and Conditions.
- 14.2 If the Member does not provide all or any part of the requested information, the services provided to that Member by Avis, and the Rewards or benefits that the Member receives, may be affected.
- 14.3 **Marketing consent:** By becoming a Member, the Member provides their express consent to Avis:
- 14.3.1 sending the Member marketing communications including via direct mail, telephone, email, SMS, in-App notifications or other digital means, including:
 - 14.3.1.1 news and offers for Avis Preferred Members;
 - 14.3.1.2 offers, deals, news and updates from Avis and partners;
 - 14.3.1.3 Vehicle rental specials, news and updates;
 - 14.3.1.4 offers and competitions; and
 - 14.3.1.5 Avis products including excess reduction, financial services, and activities and experiences;
 - 14.3.2 associating and combining data collected from third parties with the Member's personal information and using and disclosing that combined personal information to tailor the Member's experience and content, including third party content and otherwise in accordance with these Avis Preferred Australia and New Zealand Terms and Conditions.
- 14.4 A Member can opt out of receiving all or any of communications listed above:
- 14.4.1 for email and digital advertising by updating their email preferences in their Customer Profile;
 - 14.4.2 for in-App notifications via App preferences; and
 - 14.4.3 for SMS messages, by opting out directly from an SMS.
- 14.5 Opting out of these communications will impact Avis's ability to provide the Member with all the Rewards or Benefits that would otherwise be available to the Member as part of Membership.
- 14.6 The Avis Provider maintains a record of your personal information to assist in the operation of the Avis Provider's business. The Avis Provider operates as part of the Avis Rent A Car System and from time to time may share the information provided with other companies (located inside and outside Australia or New Zealand) within the system for transaction processing purposes.
- 14.7 The Avis Provider will maintain electronic records of all rental agreements and other transactions that you enter into with the Avis Provider.
- 14.8 You have the right to access your personal information, to ask for its rectification and to object (at any time without cost) to the use of personal information for direct marketing purposes. Details on how to do any of these things are set out in Avis' Privacy Policy shown at:
 Australia: <https://www.avis.com.au/privacy>
 New Zealand: <https://www.avis.co.nz/privacy/>
- 14.9 The Avis Provider may disclose your personal information if required by relevant legal authorities or for the purposes of debt collection.

- 14.10 Your personal information will be controlled primarily by Avis Australia trading as W.T.H. Pty Limited and in New Zealand, Avis Rent A Car Limited, both are which subsidiaries of Avis Rent A Car System, LLC.

15. OTHER IMPORTANT TERMS

- 15.1 We may transfer our rights and obligations under these terms and conditions to another organisation. We will contact you to let you know if we plan to do this. If you are unhappy with the transfer you may contact us to end your Membership within 30 days of us telling you about it.
- 15.2 These terms and conditions are between you and us. No other person shall have any rights to enforce any of these terms and conditions.
- 15.3 Each of the paragraphs of these terms and conditions operates separately. If any court or relevant authority decides that any of them are unlawful, the remaining paragraphs will remain in full force and effect.
- 15.4 If we do not insist immediately that you do anything you are required to do under these terms and conditions, or if we delay in taking steps against you in respect of you breaking these terms and conditions, that will not mean that you do not have to do those things and it will not prevent us taking steps against you at a later date.
- 15.5 **Governing law:** These Avis Preferred Australia and New Zealand Terms and Conditions and non-contractual obligations, disputes or claims arising out of or in connection with them are governed by and construed in accordance:
- 15.4.1 the laws of New South Wales, Australia, for all Avis Preferred Australia and New Zealand Terms and Conditions agreed with Members who are resident in Australia; and
- 15.4.2 the laws of New Zealand, for all Avis Preferred Australia and New Zealand Terms and Conditions agreed with Members who are resident in New Zealand.
- 15.5 **Jurisdiction:** The Parties irrevocably agree that the courts of:
- 15.5.1 New South Wales, Australia, in respect of Avis Preferred Australia and New Zealand Terms and Conditions agreed with Members who are resident in Australia; and
- 15.5.2 New Zealand, in respect of Avis Preferred Australis and New Zealand Terms and Conditions agreed with Members who are resident in New Zealand, have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this document and that accordingly any proceedings shall be brought in such courts. The parties irrevocably submit to the jurisdiction of such courts and waive any objection to proceedings in any such court on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.

SCHEDULE 1

The following benefits will be enabled in accordance with these Avis Preferred terms and conditions, as applicable. These Avis Preferred and Avis President's Club benefits apply to Global Avis Preferred and President's Club Holders respectively when accessing services in Australia and New Zealand.

Tier	Benefits	Service
<p>Avis Preferred</p>	<ul style="list-style-type: none"> • Faster bookings - your rental preferences are saved on your profile to make booking easy. • Share the drive in Australia and New Zealand, where we'll include one Additional Driver for free. This is in addition to your partner or work colleague who are automatically included drivers with every booking • Dedicated Avis Preferred counters and the ability to bypass the counter at Sydney, Melbourne, Brisbane and Adelaide airports and go straight to your car for pick-up. • Dedicated Avis Preferred counters at Auckland (Domestic Terminal) Wellington, and Christchurch Airport. • Receive priority service at over 3,000 locations worldwide. • Unlock additional functionality on the Avis app that lets you manage your rental. In selected locations you can even choose your car before arrival. • Save the details of your favourite rewards partner program on your profile to earn partner rewards or points for all eligible rentals. • Special offers and rewards - remember to sign up to our marketing emails. • Dedicated New Zealand Avis Preferred Customer Service Line. Phone 0800 505 008 • Dedicated Australia Avis Preferred Customer Service Line. Phone 1800 879 199. 	<p>Priority</p>
<p>Avis President's Club</p>	<ul style="list-style-type: none"> • All the benefits of the Avis Preferred program plus more; • Start your journey with best available vehicle upgrade. Every time you pick-up a car, Avis will automatically give you the best one available at that location. This complimentary upgrade is subject to vehicle availability. • Guaranteed vehicle with at least 48 hours advanced notice. • Worldwide discounts and recognition - you'll receive discounts of up to 25% off standard rates globally. • Dedicated New Zealand Avis President's Club reservation line. Phone 0880 558 811 • Dedicated Australia Avis President's Club reservations line. Phone 1800 641 938 • For customer service queries Avis President's Club members should use the dedicated Avis Preferred lines. 	<p>Highest priority</p>

SCHEDULE 2

Country Specific Avis Preferred Rental Agreement Terms

If you are renting in Australia, New Zealand, the Republic Ireland, South Africa, Turkey, Greece, Canada or USA the relevant terms and conditions referred to below shall apply to your rental, as set out in **clause 8.1**.

Australia:

<https://www.avis.com.au/TermsandConditions>

New Zealand:

<https://www.avis.co.nz/en/terms-conditions>

Europe and United Kingdom:

https://www.avis.com.au/content/dam/avis/na/us/common/pdf-files/PrefMbrGlobalTermsMiddle_EMEA.pdf

Republic of Ireland:

https://www.avis.com.au/content/dam/avis/na/us/common/pdf-files/PrefMbrGlobalTermsMiddle_EMEA.pdf

South Africa:

<https://www.avis.co.za/TermsandCondition>

Turkey:

<https://www.avis.com.tr/ arac-kiralama-sozlesmesi>

Greece:

<https://www.avis.gr/en/TermsandConditions>

USA and Canada:

<https://www.avis.com.au/content/dam/avis/na/us/common/pdf-files/PrefMbrGlobalTermsMiddle.pdf>

SCHEDULE 3

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