



BMW FIRST Subscription. Terms and Conditions.

As per December 2018

1. TERMS AND CONDITIONS FOR USE OF THE BMW FIRST SUBSCRIPTION

- (1) This document (together with any other documents linked to or referred to in it) contains the applicable Terms and Conditions agreed between you and us for the use of the BMW FIRST subscription. These documents together constitute the entire agreement between you and us relating to your BMW FIRST membership. Please read these Terms and Conditions (including any provisions they reference or link to) carefully before you sign up to BMW FIRST. Please note that the BMW FIRST membership is a pilot project that may be discontinued at any time by BMW without giving any reasons.
- (2) Use of BMW FIRST includes and requires setting-up, using and accessing a personal BMW FIRST online account. To this end, BMW FIRST membership is also governed by the agreements listed and linked to below, as well as all other applicable terms, conditions, limitations and requirements on the www.bmw-first.ie/termsandconditions, all of which (as amended from time to time) are incorporated into these Terms and Conditions.
 - Cookies: www.bmw.ie/en/footer/footer-section/cookie-policy.html
 - Terms of Use of the BMW IE website: <https://www.bmw.ie/en/footer/footer-section/legal-notice.html>
 - Privacy: <https://www.bmw.ie/en/footer/footer-section/privacy-policy.html>
 - Terms of Sales: www.bmw-first.ie/termsforsale.pdf
 - BMW FIRST Experience Fleet Terms and Conditions: <https://www.bmw-first.ie/media/download/cms/media/pdf/experience-fleet-rental-agreement.pdf>
 - BMW FIRST Experience Fleet Additional Conditions for High-Performance Vehicles and M Automobiles: <https://www.bmw-first.ie/media/download/cms/media/pdf/experience-fleet-additional-conditions.pdf>
- (3) By signing up for BMW FIRST membership, you indicate that you accept all of these Terms and Conditions of use and that you agree to abide by them. If you do not agree to these Terms and Conditions, please refrain from signing up to and/or using BMW FIRST. Please note that any third parties' cookies, Terms of Use of Websites or Privacy Policies are not part of these Terms and Conditions. Please refer to the respective third party's Terms and Conditions.

2. INFORMATION ABOUT US

We, BMW Automotive (Ireland) Limited ("we" or "our" or "us"), are registered in Ireland under company number 369099 and have our registered office at Swift Square, Santry Demesne, Dublin 9. Our main trading address is Swift Square, Santry Demesne, Dublin 9. Our VAT number is IE6389099W.

3. MEMBERSHIP

3.1 CONDITIONS OF MEMBERSHIP

- (1) You may be eligible to subscribe to a BMW FIRST membership provided you meet all of the following conditions:
 - You are a natural person of 18 years of age or older;
 - You will use the BMW FIRST membership for your private use only;
 - You do not intend to use the BMW FIRST membership for business, commercial or institutional use nor do you intend to sell, rent, loan or otherwise dispose of the benefits you enjoy as a BMW FIRST member to any other person;
 - You are the owner of a BMW or MINI motor vehicle which, at the time BMW FIRST membership is applied for, is not more than nineteen years old;
 - You are permanently resident and hold a permanent address in the Republic of Ireland;
 - You apply for BMW FIRST membership on your own behalf and you do not intend to allow anyone else to make use of the BMW FIRST subscription, except any persons who meet the criteria necessary for BMW FIRST membership and are a spouse, or family member and/or are living in the same household;
 - Your BMW FIRST subscription will be for one single BMW or MINI motor vehicle only; and
 - You have a bank account in the Republic of Ireland.
- (2) To apply for BMW FIRST membership you must submit the online registration form available at <http://bmw-first.ie/> and complete the online process. For this purpose, you will be asked to provide information about yourself and your vehicle, including your full name, address, bank account details, email, telephone number, and vehicle registration number.
- (3) Your BMW FIRST membership application will be completed once you receive confirmation from us. We reserve the right, at our sole discretion, to decline your application for membership. Reasons may include, but are not limited to: (i) failing to meet all of the criteria for eligibility set out in these Terms and Conditions; (ii) reasonable grounds to believe that you will not meet the obligations of a BMW FIRST member; or (iii) reasonable grounds to believe you may abuse your BMW FIRST membership. If we decline your application for BMW FIRST membership, we will inform you accordingly.
- (4) If your application for a BMW FIRST membership is accepted, we will send you a written or electronic confirmation of your membership and will provide you with your BMW FIRST membership ID, a membership card and the details required to access your BMW FIRST account. The BMW FIRST membership ID remains the property of us and must be returned upon cessation of your BMW FIRST membership, for whatever reason.



3.2 PRE-CONTRACT INFORMATION AND DISTANCE SELLING/OFF-SITE CANCELLATION RIGHT

- (1) Pre-contract information about your BMW FIRST membership can be found on your BMW FIRST account.
- (2) You have the right to withdraw from your BMW FIRST membership within 14 days of receiving confirmation that your BMW FIRST membership has been accepted, provided that you have not availed of any of the benefits of BMW FIRST membership. To withdraw from your BMW FIRST membership within the 14 day cooling-off period, please access your BMW FIRST account or give us otherwise notice in writing (e.g. by post, fax or e-mail) that you wish to cancel your BMW FIRST membership.
- (3) If you cancel your BMW FIRST membership, we will reimburse all payments received from you, including the costs of delivery. We may make a deduction from the reimbursement for loss in value of any goods supplied, if the loss is a result of unnecessary handling by you. We will make the reimbursement without undue delay, and not later than 14 days after we receive back from you the goods supplied or (if earlier) 14 days after you provide evidence that you have returned the goods. We will make the reimbursement using the same method of payment as you used for the initial transaction, unless we have expressly agreed otherwise.
- (4) You must take reasonable care of the goods and will be responsible for any loss or damage from when they are delivered to you until when they are returned to us.
- (5) No right to cancel under the Regulations applies to (i) work done which includes goods on which the packaging is opened and/or installed in the vehicle, or (ii) personalised goods or sealed goods on which the packaging was broken, or (iii) goods or works where you requested a visit from us for the purpose of carrying out urgent maintenance or repairs.

3.3 TERMINATION

Your BMW FIRST membership is for an indefinite period of time. However, in addition to your statutory rights, you may cancel your BMW FIRST membership at any time, whereby it will cease at the end of the calendar month in which you gave notice of intention to cancel. To cancel your membership, please access your BMW FIRST account.

4. CHANGE OF YOUR PERSONAL DETAILS; MEMBERSHIP NOT TRANSFERRABLE; DATA SECURITY

- (1) Some of your personal details (e.g. surname, address and vehicle registration) may be changed or updated directly in your BMW FIRST customer portal.
- (2) Your membership and BMW FIRST membership benefits are personal to you and cannot be transferred or assigned to any other person (an individual or company), except any persons who meet the requirements for BMW FIRST membership are a spouse, or family member and/or are living in the same household as you. Any resale, rental, loan or any other transaction, transfer or assignment regarding the benefits you enjoy as a result of your BMW FIRST membership is strictly forbidden.
- (3) You are responsible for keeping the details of your BMW FIRST account, confidential at all times and you agree to accept responsibility for all activities that occur on your account or under your

password. You must not pass your BMW FIRST ID, nor any related personal membership identification data to anyone else. You must take all necessary steps to ensure that your identification data is kept securely at all times to avoid any unauthorised access to your BMW FIRST account.

- (4) As soon as you become aware that your BMW FIRST identification is lost or stolen, or if you become aware of any unauthorised access to your BMW FIRST account, you must inform us immediately by reporting the incident to our hotline at an Irish local number: 018628216 or by sending an email to bmwfirst@bmw.ie.
- (5) You must also immediately inform us (using above telephone number or email) if your vehicle has been confiscated, stolen, becomes a write-off or if you plan on selling it. In any of these circumstances, we reserve the right to end or suspend your BMW FIRST membership. You must inform us immediately if you want to transfer your BMW FIRST membership to a new BMW or MINI vehicle.

5. BENEFITS OF YOUR BMW FIRST MEMBERSHIP

- (1) The BMW FIRST membership entitles you to enjoy the benefits, outlined below in detail, which may be made available via our participating BMW/MINI Authorised Retailers, our cooperation partner(s) or third parties, subject to stock availability, pre-booking, order deadlines, additional fees or payments and/or other restrictions, limitations or conditions set out hereinafter.
- (2) We may engage participating BMW/MINI Authorised Retailers/Repairer, cooperation partners or other third parties with providing the products and/or services to you which are part of the respective BMW FIRST membership package you have subscribed to. Details of our current participating BMW/MINI Authorised Retailers and cooperation partner are available here:

BMW/MINI Authorised Retailers and Topaz/Circle K stations (within Republic of Ireland): <https://www.bmw-first.ie/home#find-a-retailer>

- (3) Please note that our participating BMW/MINI Authorised Retailers, our cooperation partner(s) or any other third party we engage in the provision of the BMW FIRST membership benefits, are neither authorised to amend any of the Terms and Conditions we agreed with you regarding your BMW FIRST membership nor to make any representations or give any warranties on our behalf which deviate from any provisions of these Terms and Conditions of membership. This also applies to changes and additions to the benefits of the subscription packages.
- (4) The provision of the BMW FIRST membership benefits by a third party (for example, a participating BMW/MINI Authorised Retailer/Repairer) may require your acceptance of that third party's general Terms and Conditions of business.

5.1 FEATURES OF BMW FIRST PACKAGES

- (1) Our subscription packages entitle you to use the respectively listed services per package for a monthly fee. It is important to note, that some of the features have limitations (please refer to detailed description per feature below) and that the packages are pre-configured by us and cannot be changed, adapted, individualized or partly selected. To make use of any feature of the packages, please ensure to contact your Authorised Retailer/Repairer of choice in advance and actively inform the Authorised Retailer/Repairer about your BMW FIRST membership.



- (2) BMW FIRST packages can be ordered in different variants and prices, containing one or more of the single services and products as well as discounted service elements listed below. The packages are pre-defined by BMW FIRST and the features cannot be chosen independently by you.

(3) **Package 1: Service & Repair**

Service & Repair assures BMW expert's quality service and costs **4.90 EUR** per month. It includes Health Check & Diagnostics read-out, a 20% Discount on the Recommended Retail Price of Parts, Service and Repair and the Replacement of Wiper Blades and Light Bulbs. Retailers/Retail Centres may grant BMW FIRST Customers additional discounts which, however, are not subject to this agreement.

Package 2: Car Care

Car Care assures convenience and expert care for your car and costs **14.90 EUR** per month. It includes BMW Hand Wash & Vac and Top-up Fluids/Lubricants at a BMW dealership as well as Fuel Discount and Exterior Car Wash at our partner Topaz/Circle K.

Package 3: 2in1 Plus

The combination of package 1 and 2 named **2in1 Plus** costs **16.90 EUR**.

- (4) For more details please visit: <http://bmw-first.ie/>
- (5) From time to time, we may choose at our sole discretion to add or remove BMW FIRST membership features of a package and/or add additional or remove packages. If you do not agree to such changes, you must cancel your BMW FIRST membership.

5.2 FULL SINGLE SERVICE COMPONENTS

(1) **Scope of Supply of the Service Component "Wiper Blades"**

If the feature "Wiper Blades" is part of your package you are eligible to receive new front and/or rear wiper blades on request and after consultation with a service advisor (with a maximum of 6 blades per calendar year), including associated labour costs. You are required to inform the BMW or MINI Authorised Retailer/Repairer of your intention to avail of the "Wiper Blades" feature. It is recommended to pre-book your service appointment at the Authorised Retailer/Repairer of your choice to avoid disappointment.

(2) **Scope of Supply of the Service Component "Light Bulbs"**

If the feature "Light Bulbs" is part of your package, you are eligible to receive new front or rear light bulbs, including associated labour costs, in exchange for your old malfunctioning light bulbs. Light bulbs will be exchanged only in case of bulb failure and not in cases of accident or vandalism. With the feature "Light Bulbs" in your package interior LED are included, but exterior LED are excluded. You are required to inform the BMW or MINI Authorised Retailer/Repairer of your intention to avail of the "Light Bulbs" feature when making the relevant booking and mentioning your BMW FIRST membership. For this feature it is necessary to pre-book your appointment with your chosen Authorised Retailer/Repairer.

(3) **Scope of Supply of the Service Component "BMW Hand Wash & Vac"**

If the feature "BMW Hand Wash & Vac" is part of your package, you are eligible to receive a hand wash and vacuum cleaning at a participating BMW or MINI Authorised Retailer/Repairer or third party. The subscription covers one "BMW Hand Wash & Vac" once per calendar month. The "BMW Hand Wash & Vac" is a combined external wash without wheel rim cleaner and interior vacuum operated by the participating BMW or MINI Authorised Retailer/Repairer or a dedicated third party. You are required to inform the BMW or MINI Authorised Retailer/Repairer or the third party of your intention to avail of the "BMW Hand Wash & Vac" feature when making the relevant booking and mentioning your BMW FIRST membership. For this feature it is necessary to pre-book your appointment.

(4) **Scope of Supply of the Service Component "Car Wash"**

If the feature "Car Wash" is part of your package, you are eligible to avail of a drive through exterior car wash for your BMW FIRST registered vehicle from our BMW FIRST Cooperation Partner, Topaz/Circle K Energy Limited once per calendar month, at any of their participating sites. To avail of this service, you are required to agree to the Terms and Conditions of Topaz/Circle K Energy Limited. Topaz/Circle K Energy Limited's Terms and Conditions are listed here <http://www.circlek.ie/terms>.

(5) **Scope of Supply of the Service Component "Health Check & Diagnostics read-out"**

If the feature "Health Check & Diagnostics read-out" is part of your package, you are eligible to use this feature at a participating BMW or MINI Authorised Retailer/Repairer. You are required to inform the BMW or MINI Authorised Retailer/Repairer of your intention to avail of the "Health Check & Diagnostics read-out" feature when making the relevant booking and mentioning your BMW FIRST membership. For this feature it is necessary to pre-book your appointment with your chosen BMW or MINI Authorised Retailer/Repairer.

Included in the feature "Health Check & Diagnostics read-out" are:

- a) A diagnostics check and analysis through the vehicle's Onboard Diagnostic (OBD) module.
- b) Check:
 - BMW Warranty and BMW Service Inclusive coverage
 - For recalls and campaigns outstanding
 - Fluid level in brake and clutch hydraulic system
 - Battery condition
 - All lights
 - Steering oil and condition
 - Tyre pressure and thread depth
 - Brake fluid according to service indicator
 - Engine oil level
 - Drive belt condition
 - Exhaust condition
 - Coolant level

The diagnostics only includes the technical read-out of your Retailer/Repairer's fees and with your explicit consent only.



(6) **Scope of Supply of the Service Component “Top-up Fluids/Lubricants”**

If the feature “Top-up Fluids/Lubricants” is part of your package, you are eligible to use this feature at a participating BMW or MINI Authorised Retailer/Repairer, in conjunction with the redemption of your “BMW Hand Wash & Vac” feature. You are required to inform the BMW or MINI Authorised Retailer/Repairer of your intention to avail of the “Top-up Fluids/Lubricants” feature when making the relevant booking and mentioning your BMW FIRST membership. For this feature it is necessary to pre-book your appointment with your chosen BMW or MINI Authorised Retailer/Repairer.

Included in the feature “Top-up Fluids/Lubricants” are:

- a) A visual health-check of your vehicle. This does not include an analysis through the vehicle’s Onboard Diagnostic (OBD) module.
- b) The free refill includes the following fluids/lubricants:
 - Washer fluids concentrate with Antifreeze Agent (up to 2 Litre)
 - Engine oil (up to 1 Litre)

If needed, further fluids/lubricants are to be billed according to each Authorised Retailer/Repairer’s fees and with your explicit consent only. The refill of the following fluids/lubricants is excluded from the package:

- Coolant Fluids
- Steering Oil
- Brake Fluid
- Clutch Fluid
- Ad Blue
- Transmission Oil
- Engine Oil Service (renewal during oil change)

5.3 DISCOUNTED SERVICE COMPONENTS

According to your choice of BMW FIRST membership package you may be entitled to the following discount(s):

(1) **Discounted Service Component “Fuel Discount”**

If the feature “Fuel Discount” is part of your package, you are eligible to receive a EUR five cent discount relative to the price advertised in the service station, on every litre of fuel purchased when re-fuelling your BMW FIRST registered vehicle at our BMW FIRST Cooperation Partner, Topaz/Circle K Energy Limited, service stations, up to a maximum of EUR 500.00, including VAT, once per calendar year. To receive the discount, you are required to agree to the Terms and Conditions of Topaz/Circle K Energy Limited. Topaz/Circle K Energy Limited’s Terms and Conditions are listed here <https://www.circlek.ie/business/fuel-card/terms-and-conditions/>. Topaz/Circle K Energy Limited service stations may grant BMW FIRST Customers additional discounts on fuel which, however, are not subject to this agreement.

(2) **Discounted Service Component “20% Discount on the Recommended Retail Price of Parts, Service & Repair”**

If the feature “20% Discount on the Recommended Retail Price of Parts, Service & Repair” is part of your package, your package allows a twenty per cent discount on the Recommended Retail Price of any original BMW or MINI spare part, including labour, excluding accessories, tyres and lifestyle products. Over the Counter Business is excluded. You are required to inform the BMW or MINI Authorised Retailer/Repairer of your intention to avail of the “20% Discount on the Recommended Retail Price of Parts, Service & Repair” feature when making the relevant booking and mentioning your BMW FIRST membership. The maximum total discount value per subscription is limited to EUR 1000.00 EUR, including VAT, in a calendar year. Retailers/Retail Centres may grant BMW FIRST Customers additional discounts which, however, are not subject to this agreement.

6. FEES

- (1) We will charge you fees for the use of the subscription package in accordance with the price applicable at the time of purchase. Prices may vary according to updates and/or changes of the packaged services and/or products. We may amend the prices at any time of which we will inform you in due time, but no later than one month in advance. Your continued membership after any change constitutes your acceptance of that change. If you do not agree to a change, you must cancel your BMW FIRST membership.
- (2) The subscribed package price, including statutory value added tax, is payable immediately with the start of the BMW FIRST membership. Following the initial payment, the subscribed package price is payable on the same date of each calendar month.
- (3) Invoices will either be sent to you by email or will be made available for electronic download via your BMW FIRST account.
- (4) For the payment by credit card, you must make available all relevant personal and card details on your BMW FIRST account, i.e. type of credit card, credit card number, cardholder name, expiry date of credit card, and CVV number. By providing this information, you agree that we, or any of our assigned payment processing external partners, are authorised to debit the subscribed package price. The supported types of credit cards are made available to the subscriber upon registration.
- (5) The payment amount is immediately payable through collection by the external partner Stripe, Inc.; 185 Berry Street, Suite 550; San Francisco, CA 94107 (“Stripe”) from the current account provided at the commensurately stated bank (current account). The stated current account may only be an account held by a private person. Settlement using a business bank account is not possible. You hereby grant Stripe an authorisation to collect due payments and also instruct your bank to pay.



7. YOUR OBLIGATIONS AS A BMW FIRST MEMBER

You must not use the subscribed package for any of the following purposes:

- for vehicles other than the registered vehicle;
- for commercial passenger transport and other forms of carrying passengers on a commercial basis (hire and reward);
- for secondary renting or for advertising activities;
- for committing criminal offences;
- for transporting easily inflammable, poisonous or other hazardous substances;
- for transporting objects and/or animals that, due to their shape, size or weight, could impact the durability of the vehicle or that could do heavy damage to the interior or exterior of the vehicle;
- to claim any of the subscribed single services and/or products outside the Republic of Ireland, except in the case of partner offers where the location of fulfilment is abroad (where applicable, it will be mentioned specifically in the single service and/or product agreement terms and conditions);
- to grossly pollute the vehicle before using any cleaning related services or to leave any kind of waste behind in the vehicle; and
- to carry out repair work within the subscription package, which has previously been caused by any non-qualified third party.

8. AMENDMENTS TO THE TERMS AND CONDITIONS OF YOUR BMW FIRST MEMBERSHIP

We may in our discretion change some or all of the Terms and Conditions, our Privacy Notice, or any aspect of your BMW FIRST membership, from time to time without notice to you, by posting revisions on the <http://bmw-first.ie/> websites. Your continued membership after any change constitutes your acceptance of that change. If you do not agree to a change, you must cancel your BMW FIRST membership.

9. OUR LIABILITY

- (1) We will be responsible for any losses you may suffer as a result of our breaking these Terms and Conditions, if the losses were reasonably foreseeable to both you and us when your BMW FIRST membership began. We will not be responsible for the following:
 - losses that were not caused by any breach on our part;
 - any business loss (including loss of profits, revenue, contracts, anticipated savings, data, goodwill or wasted expenditure); or
 - any indirect or consequential losses that were not foreseeable to both you and us when your BMW FIRST membership began.
- (2) We will not be held responsible for any delay or failure to comply with our obligations under these Terms and Conditions if the delay or failure arises from any cause which is beyond our reasonable control. This does not affect your statutory rights as a consumer.
- (3) Our maximum liability to you will not exceed the total of the membership fees paid by you during the period of your BMW FIRST membership.
- (4) Nothing in these Terms and Conditions shall limit or exclude our responsibility for fraudulent representations made by us or for death or personal injury caused by our negligence or wilful misconduct.

10. CROSS BORDER DATA TRANSFER

BMW Ireland (BMW Automotive Ireland Ltd, 2 Swift Square, Santry Demesne, Santry, D09 R802, Dublin) may pass your personal data onto carefully chosen agents and others for the administration of your account, payment arrangements or providing services you have requested relating to this agreement. In any case where such a transfer occurs, which may include a transfer to a country outside of the European Economic Area (EEA), BMW Ireland will make sure that appropriate safeguards (such as contractual commitments) are in place in accordance with applicable laws to ensure that your information is adequately protected. For more information on, or to see a copy of, the appropriate safeguards in place please contact us using the contact details.

11. PRIVACY POLICY

- (1) For details about our privacy please visit: www.bmw.ie/privacy
- (2) When you set up your BMW FIRST account you will be asked whether or not you consent to various actions regarding your personal data. The consents you have given or not given may be withdrawn, changed or given at any time by accessing and changing your preferences on your BMW FIRST account. Please visit your BMW FIRST account for details.

12. TERMINATION BY US

We may terminate your BMW FIRST membership if we determine, in our sole discretion acting reasonable, that your conduct violates the Terms and Conditions applicable to BMW FIRST membership, or violates any applicable law, involves fraud or misuse of the BMW FIRST membership, or is harmful to our interests or other users. It should not be considered a waiver of our rights if we fail to insist upon or enforce any applicable Terms and Conditions of the BMW FIRST membership against you.

13. COMPLAINTS PROCEDURE

If you wish to make a complaint in relation to your BMW FIRST membership, please contact our hotline at an Irish local number 018628216 or send us an email at bmwfirst@bmw.ie. We will reply within fifteen working days of receipt of your complaint. If it is not possible to deal with your complaint in that time, for example where we are making enquiries with a third party, we will provide you with an interim response explaining what is being done with your complaint and outlining when you can expect a full reply.

14. MISCELLANEOUS

- (1) If any provision of these Terms and Conditions are deemed to be invalid, void, or for any reason unenforceable, that provision shall be deemed severable and shall not affect the validity and enforceability of any other provision.
- (2) If you breach these Terms and Conditions and we take no action, we reserve the right to utilise our rights and remedies at any stage.

15. APPLICABLE LAW

These Conditions are governed by and construed in accordance with the laws of the Republic of Ireland. The parties agree that all claims in connection with or arising out of the BMW FIRST Membership shall be submitted to the non-exclusive jurisdiction of the courts of the Republic of Ireland.