

NAVMAN MY-SERIES 3 YEARS FREE MAPS PROMOTION GENERAL TERMS AND CONDITIONS

The Promotion

1. The promotion ("Promotion") consists of an upgrade as described herein ("Upgrade") to preinstalled maps/services of any particular product of the Promoter ("Qualifying Device") where purchased by a qualifying person ("Claimant") between 1 June 2010 and 7 September 2010 ("Promotional Period") in accordance with these terms and conditions ("Terms").
2. Where the Qualifying Device purchased by the Claimant is a Navman MY30, Navman MY50T, Navman MY55T or Navman MY500XT, the Upgrade shall consist of a free update to Navman's 2010, 2011 and 2012 Maps (when available).

Claim Process and Provision of Upgrade

3. To claim an Upgrade a Claimant must complete the official online claim form at www.navman.com.au ("Claim Form") by 5.00pm on 7 October 2010. The Claimant must provide the serial number of the Qualifying Device (found on the base of the Qualifying Device), the store purchased receipt, and store purchase details.
4. Where the Upgrade consists of an update to either the 2010, 2011 or 2012 Maps the Claimant will receive that update by email download no later than 31 December in the year for which the update applies.

Eligibility

5. To be eligible for an Upgrade, the Qualifying Device must be purchased by a Claimant for personal, domestic, consumer and non-commercial use from any participating store during the Promotional Period. For the avoidance of doubt eBay purchases, trade-in offers, Governmental sales are, without limitation, expressly excluded from this Promotion.
6. The Promotion, and any Upgrade, is only available for Australian residents.
7. Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are also ineligible.
8. Each Claimant is entitled to an Upgrade in accordance with this Promotion for no more than two Qualifying Devices purchased by that Claimant in accordance with these Terms.
9. The Promoter reserves the right at any time to verify the validity of any Claimant or Claim Form (including the Claimant's identity, age and place of residence) and to disqualify any Claimant who submits a Claim Form that is not in accordance with these Terms or who tampers with the claim process. For the avoidance of doubt, the Promoter may monitor and record internet protocol addresses of a Claimant when completing the Claim Form.
10. Incomplete, indecipherable or illegible Claim Forms will be deemed invalid.

Limitation of Liability

- 11.** If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, the Promoter reserves right in its sole discretion to the fullest extent permitted by law:
- (a) to disqualify any Claimant and refuse to provide that Claimant with any Upgrade; or
 - (b) to modify, suspend, terminate or cancel the Promotion as appropriate.
- 12.** Except for any liability that cannot be excluded by law (including the Promoter's liability for any Qualifying Device), the Promoter (including its officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Promotion, including but not limited to, where arising out of the following:
- (a) Any technical difficulties or equipment malfunction (whether or not under the Promoter's control);
 - (b) Any theft, unauthorized access or third party interference;
 - (c) Any claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter;
 - (d) Any variation in offer value to that stated in these Terms; or
 - (e) Any tax liability incurred by a Claimant.

Collection of Information and Marketing

- 13.** The Promoter may use personal information in order to conduct the Promotion and may, for this purpose, disclose such information to third parties, which may be off-shore, including but not limited to, offer suppliers and as required, to Australian regulatory authorities. Acceptance of any Claim Form and the provision of any Upgrade is conditional upon the Claimant providing this information.

Unless otherwise advised, the Promoter may, for an indefinite period, use the information contained in a Claim Form for promotional, marketing and publicity purposes including sending electronic messages or telephoning the entrant ("Communications"). The Claimant acknowledges that by submitting the Claim Form the Claimant has specifically granted consent to its receipt of any Communications.

- 14.** Claimants should direct any request to access, update or correct information to the Promoter.
- 15.** All Claim Forms become the property of the Promoter.

General

- 16.** The Promoter is Mitac Australia Pty Ltd (ABN 55 124 265 336) of Suite 2, 408 Victoria Road, Gladesville NSW 2111.
- 17.** The recommended retail price of the Upgrade as at the commencement of the Promotion Period is \$297.
- 18.** Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 19.** The Promotion is governed by and construed in accordance with Australian law. The Claimant agrees to submit to the exclusive jurisdiction of the tribunals and courts of Australia with respect to any claim or matter arising out of or in connection with the Promotion.