

AppleCare Protection Plan for iPhone – Asia Pacific

How Consumer Rights Affect this Plan

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THE ABOVE MENTIONED PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. NOTHING IN THIS PLAN SHALL PREJUDICE CONSUMER RIGHTS GRANTED BY APPLICABLE MANDATORY LAWS, INCLUDING CONSUMER'S RIGHT TO THE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF TOTAL OR PARTIAL NON-PERFORMANCE OR INADEQUATE PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

1. The Plan. This service contract governs the hardware service and technical support provided to you by Apple under the above-mentioned plan (the "Plan") for the Apple branded product and the accessories contained in its original packaging ("Covered Equipment") listed on your proof of coverage document ("Plan Confirmation"). For the purposes of this Plan, Apple will mean the entity or the successor in title to the entity listed in section 12 below.

2. When Coverage Begins and Ends.

Coverage begins when you purchase the Plan and ends on the date specified in your Plan Confirmation ("Coverage Period"). To obtain your Plan Confirmation, register your Covered Equipment and your Plan's registration number ("Plan Agreement Number") with Apple. If auto-registration is available, your original sales receipt will be your Plan Confirmation. The terms of this Plan, the original sales receipt for your Plan and the Plan Confirmation are each part of your service contract. The price of the Plan is contained in the original sales receipt. The hardware service and technical support coverage provided by the Plan is additional to the coverage provided by the manufacturer's hardware warranty and complimentary technical support.

3. What is Covered?

3.1 Hardware Service

If during the Coverage Period, you submit a valid claim by notifying Apple that (i) a defect in materials and workmanship has arisen in the Covered Equipment or, (ii) the capacity of the covered iPhone battery to hold an electrical charge has depleted fifty (50%) percent or more from its original specifications, Apple will either (a) repair the defect at no charge, using new or refurbished parts that are equivalent to new in performance and reliability, or (b) exchange the Covered Equipment with a replacement product that is new or equivalent to new in performance and reliability, and is at least functionally equivalent to the original product. If Apple exchanges the Covered Equipment, the original product becomes Apple's property and the replacement product is your property, with coverage for the remaining period of the Plan.

3.2 Technical Support

During the Coverage Period, Apple will provide you with access to telephone and web-based technical support resources. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (except for data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, "Major Release" means a significant version of software that is commercially released by Apple in a release number format such as "1.0" or "2.0" and which is not in beta or pre-release form. The scope of technical support provided to you will vary according to your Plan.

3.3 Scope of Technical Support

Under the Plan, Apple will provide technical support for the Covered Equipment, iPhone OS ("iOS") and software applications that are pre-installed with the Covered Equipment (both referred to as "Consumer Software") and connectivity issues between the Covered Equipment and a "Supported Computer", meaning a computer that meets the Covered Equipment's connectivity specifications and runs an operating system that is supported by the Covered Equipment.

4. What is not Covered?

4.1 Hardware Service. Apple may restrict service to the Covered Equipment's original Country of Purchase. The Plan does not apply to:

- (i) Installation, removal or disposal of the Covered Equipment, or provision of equipment while the Covered Equipment is being serviced;
- (ii) Damage caused by (a) a product that is not the Covered Equipment, (b) accident, abuse, misuse, liquid contact, fire, earthquake or other external causes, (c) operating the Covered Equipment outside the permitted or intended uses described by the manufacturer, or (d) service (including upgrades and expansions) performed by anyone who is not a representative of Apple or an Apple Authorized Service Provider ("AASP");
- (iii) Covered Equipment with a serial number that has been altered, defaced or removed, or has been modified to alter its functionality or capability without the written permission of the manufacturer;
- (iv) Covered Equipment that has been lost or stolen. This Plan only covers Covered Equipment that is returned to Apple in its entirety;
- (v) Cosmetic damage to the Covered Equipment including but not limited to scratches, dents and broken plastic on ports;
- (vi) Preventative maintenance on the Covered Equipment; or
- (vii) Defects caused by normal wear and tear or otherwise due to normal aging of the product.

4.2 Technical Support. The Plan does not include:

- (i) Your use of the iOS and Consumer Software as server-based applications;
- (ii) Issues that could be resolved by upgrading software to the then current version;
- (iii) Third-party products or their effects on or interactions with the Covered Equipment, the iOS or Consumer Software;
- (iv) Your use of a computer or operating system that is unrelated to Consumer Software or connectivity issues with the Covered Equipment;
- (v) Apple software other than the iOS or Consumer Software, as covered under the Plan;
- (vi) iOS software or any Apple-branded software designated as "beta", "prerelease," or "preview" or similarly labeled software; or
- (vii) Damage to, or loss of any software or data residing or recorded on the Covered Equipment. Recovery and reinstallation of software programs and user data are not covered under this Plan.

5. How to Obtain Service and Support?

You may obtain hardware services and technical support by accessing the Apple website or calling the telephone number listed in the AppleCare Quick Reference Guide ("Guide"). The Guide is included in the Plan's packaging. If calling, an Apple technical support representative will answer, request your Plan Agreement Number or Covered Equipment serial number, before providing assistance. Keep your Plan Confirmation document and the original sales receipt for your Covered Equipment and your Plan, as it will be required if there is any question as to your product's eligibility for coverage.

6. Hardware Service Options.

6.1 Apple will provide hardware services through one or more of the following options:

- (i) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or an AASP offering carry-in service. Service will be performed at the location, or the store may send the Covered Equipment to an Apple repair service ("ARS") location to be repaired. Once you are notified that service is complete, you will promptly retrieve the Covered Equipment.
- (ii) Mail-in service. Direct mail-in service is available for most Covered Equipment. If Apple determines that your Covered Equipment is eligible for mail-in service, Apple will send you prepaid way bills (and if you no longer have the original packaging, packaging material) and you will ship the Covered

Equipment to an ARS location in accordance with Apple's instructions. Once service is complete, the Apple repair service location will return the Covered Equipment to you. Apple will pay for shipping to and from your location if all instructions are followed.

(iii) Express replacement or do-it-yourself ("DIY") parts service. Express replacement is available for certain Covered Equipment products, and DIY parts service is available for many Covered Equipment parts or accessories, allowing you to service your own product. If express replacement or DIY parts service is available in the circumstances, the following process will apply.

(a) Service where Apple requires return of the replaced product or part. Apple may require a credit card authorization as security for the retail price of the replacement product or part and applicable shipping costs. If you are unable to provide credit card authorization, service may not be available to you and Apple will offer alternative arrangements for service. Apple will ship a replacement product or part to you with installation instructions, if applicable, and any requirements for the return of the replaced product or part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the product or part and shipping to and from your location. If you fail to return the replaced product or part as instructed or return a replaced product or part that is ineligible for service, Apple will charge the credit card for the authorized amount.

(b) Service where Apple does not require return of the replaced product or part. Apple will ship you free of charge a replacement product or part accompanied by instructions on installation, if applicable, and any requirements for the disposal of the replaced product or part.

(c) Apple is not responsible for any labor costs you incur relating to express replacement or DIY parts service. Should you require further assistance, contact Apple at the telephone number listed below.

6.2 Apple reserves the right to change the method by which Apple may provide repair or replacement service to you, and your Covered Equipment's eligibility to receive a particular method of service. Service will be limited to the options available in the country where service is requested. Service options, parts availability and response times may vary according to country. You may be responsible for shipping and handling charges if the Covered Equipment cannot be serviced in the country it is in. If you seek service in a country that is not the country of purchase, you will comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated taxes and charges. For international service, Apple may repair or exchange defective products and parts with comparable products and parts that comply with local standards.

7. Your Responsibilities

To receive service or support under the Plan, you agree to comply with the following:

- (i) Provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, if requested;
- (ii) Provide information about the symptoms and causes of the issues with the Covered Equipment;
- (iii) Respond to requests for information, including but not limited to the Covered Equipment serial number, model, version of the operating system and software installed, any peripherals devices connected or installed on the Covered Equipment, any error messages displayed, actions taken before the Covered Equipment experienced the issue and steps taken to resolve the issue;
- (iv) Follow instructions Apple gives you, including but not limited to refraining from sending Apple products and accessories that are not subject to repair or replacement service and packing the Covered Equipment in accordance with shipping instructions;
- (v) Update software to currently published releases prior to seeking service; and
- (vi) Make sure to backup software and data residing on the Covered Equipment. DURING APP FOR IPHONE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE IPHONE AND REFORMAT THE STORAGE MEDIA. Apple will return your iPhone or provide a replacement iPhone as the iPhone was originally configured, subject to applicable updates. Apple may install iOS updates as part of hardware service that will prevent the iPhone from reverting to an earlier version of the iOS. Third party applications installed on the iPhone may not be compatible or work with the iPhone as a result of the iOS update. You will be responsible for reinstalling all other software programs, data and passwords.

8. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, APPLE AND ITS EMPLOYEES AND AGENTS WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO COSTS OF RECOVERING, REPROGRAMMING, OR REPRODUCING ANY PROGRAM OR DATA OR THE FAILURE TO MAINTAIN THE CONFIDENTIALITY OF DATA, ANY LOSS OF BUSINESS, PROFITS, REVENUE OR ANTICIPATED SAVINGS, RESULTING FROM APPLE'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES AND AGENT'S LIABILITY TO YOU AND ANY SUBSEQUENT OWNER ARISING UNDER THE PLAN SHALL NOT EXCEED THE ORIGINAL PRICE PAID FOR THE PLAN. APPLE SPECIFICALLY DOES NOT WARRANT THAT (i) IT WILL BE ABLE TO REPAIR OR REPLACE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THAT THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

FOR CONSUMERS IN JURISDICTIONS WHO HAVE THE BENEFIT OF CONSUMER PROTECTION LAWS OR REGULATIONS, THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER SUCH LAWS AND REGULATIONS. TO THE EXTENT THAT LIABILITY UNDER SUCH LAWS AND REGULATIONS MAY BE LIMITED, APPLE'S LIABILITY IS LIMITED, AT ITS SOLE OPTION, TO REPLACE OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE. SOME STATES OR PROVINCES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO SOME OR ALL OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU.

9. Cancellation

You may cancel this Plan at any time for any reason. If you decide to cancel either call Apple at the telephone number s listed in the Guide, or send or fax, where available, written notice with your Plan Agreement Number to the location appropriate to your country of purchase listed in Section 12 below. A copy of the Plan's original proof of purchase must accompany your notice. Unless local law provides otherwise, if you cancel within thirty (30) days of your Plan's purchase, or receipt of these Terms and Conditions, whichever occurs later, you will receive a full refund less the value of any service provided under the Plan. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro rata refund of the original purchase price, based on the percentage of unexpired Coverage Period from the Plan's date of purchase, less (a) the applicable cancellation fee listed in Section 12 below or ten percent (10%) of the pro-rata amount, whichever is less, and (b) the value of any service provided to you under the Plan. Unless applicable local law provides otherwise, Apple may cancel this Plan for fraud or material misrepresentation. Unless applicable local law provides otherwise, Apple may also cancel this plan if service parts for the Covered Equipment become unavailable, upon thirty (30) days' prior written notice. If Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

10. Transfer of Plan

(i) With Transfer of Covered Equipment to New Owner. Subject to the restrictions set forth below, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (a) the transfer includes the original Proof of Purchase, the Plan's Confirmation and all of the Plan's packaging material, including printed materials and these Terms and Conditions; (b) you notify Apple of the transfer by sending, or faxing, where available, notice of transfer to the location appropriate for your country as listed in section 12 below, and (c) the party receiving the Plan accepts the Terms and Conditions of the Plan. When notifying Apple of the transfer of the Plan, you must provide the Plan Agreement Number, the serial numbers of the Covered Equipment being transferred, and the name, address, telephone number and email address of the new owner.

(ii) With Transfer From Original Covered Equipment to New Covered Equipment. You may make a one time, permanent transfer of the coverage under the Plan to a new Apple product that is owned and purchased by you within thirty (30) days of the Covered Equipment purchase. The new product must be eligible for coverage under the Plan and at the time of transfer both products must be covered under the manufacturer's one (1) year limited warranty. Apple will issue a Plan Confirmation for the new product, which will then become the Covered Equipment. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial numbers and Proof of Purchase of the products being transferred by sending or faxing, where available, notice of transfer to Apple as set forth in the section immediately above.

11. General Terms

(i) Apple may subcontract or assign performance of its obligations to third parties but shall not be relieved of its obligations to you in doing so.

(ii) Apple is not responsible for any failures or delays in performing under the Plan that are due to events outside Apple's reasonable control.

(iii) You are not required to perform preventative maintenance on the Covered Equipment to receive service under the Plan.

(iv) This Plan is offered and valid only in countries listed in section 12 below. This Plan is not offered to persons who have not reached the age of majority. This Plan may not be available in all states, and is not available where prohibited by law.

(v) In carrying out its obligations Apple may, at its discretion and solely for the purposes of monitoring the quality of Apple's response, record part or all of the calls between you and Apple.

(vi) You agree that any information or data disclosed to Apple under this Plan is not confidential or proprietary to you. Furthermore, you agree that Apple may collect and process data on your behalf when it provides service. This may include transferring your data to affiliated companies or service providers in accordance with the Apple Customer Privacy Policy.

(vii) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction. You will be responsible for the instructions you give to Apple regarding the processing of data, and Apple will seek to comply with those instructions as reasonably necessary for the performance of the service and support obligations under the Plan. If you do not agree with the above or if you have questions regarding how your data may be impacted by being processed in this way, contact Apple at the telephone numbers listed in the Guide.

(viii) Apple will protect your information in accordance with Apple Customer Privacy Policy available at URL www.apple.com/legal/privacy. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access URL www.apple.com/contact/myinfo to update your personal contact preferences or you may contact Apple at URL www.apple.com/privacy/contact.

(ix) The terms of the Plan, including the original sales receipt of the Plan and the Plan Confirmation, prevail over any conflicting, additional, or other terms of any purchase order or other document, and constitute your and Apple's entire understanding with respect to the Plan.

(x) You must purchase and register the Plan while your Apple-branded iPhone is within Apple's One Year Limited warranty. Apple is not obligated to renew this Plan. If Apple does offer a renewal, it will determine the price and terms.

(xi) There is no informal dispute settlement process available under this Plan.

(xii) For Plans sold in an APAC country, "Apple" is the entity listed in section 12 below. Apple is the legal and financial obligor for Plans sold in the relevant country.

(xiii) The governing law of this Plan will be the law of the country listed in section 12 below for the country in which the Plan was purchased.

(xiv) There is no deductible payment due in respect of a claim made under this Plan.

(xv) The Plan will not be cancelled due to pre-existing conditions in the Covered Equipment that are eligible for service under the Plan.

12. Country, Province and State Variations

The following country, province and state variations will control if inconsistent with any other provisions of this Plan:

a) Australia: The rights described in this policy in respect of returns, refunds and warranties are in addition to the statutory rights to which you may be entitled under the Competition and Consumer Act 2010 and other applicable Australian consumer protection laws and regulations. Our goods come with guarantees that cannot be excluded under the Australian Consumer Law. You are entitled to a replacement or refund for a major failure and for compensation for any other reasonably foreseeable loss or damage. You are also entitled to have the goods repaired or replaced if the goods fail to be of acceptable quality and the failure does not amount to a major failure. Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235 ("Apple"). Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less (i) a cancellation fee of \$50 (Australia Dollars) or 10

percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW, 1235. General Terms (Section 11) – This plan is offered and valid only in Australia. The laws of New South Wales govern this Plan.

b) China: Parties to Contract – Apple Computer Trading (Shanghai) Co. Ltd. at Room 1815, No. 1 Jilong Road, Waigaoqiao Free Trade Zone, Shanghai 200131 China P.R.C. (“Apple”). Repair or Replacement Service Provided (Section 1c(ii)) - Onsite service is available for many desktop computers if the location of the Covered Equipment is within 30 kilometers radius of an Apple authorized onsite service provider located in China. Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple Computer Trading (Shanghai) Co. Ltd at Plaza 66 office. 45F Plaza 66, 1266 Nanjing West Road, Jing An District, Shanghai 200040, P.R.C. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of 220 CNY (China Yuan Renminbi) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Computer Trading (Shanghai) Co. Ltd at Plaza 66 office. 45F Plaza 66, 1266 Nanjing West Road, Jing An District, Shanghai 200040, P.R.C. General Terms (Section 11) – This plan is offered and valid only in China. The laws of the People’s Republic of China govern this Plan.

c) Hong Kong: Parties to Contract – Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong (“Apple”). Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 Tower One, Times Square, Causeway Bay, Hong Kong. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of \$195 (Hong Kong Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Asia Limited of 2401 One Tower One, Times Square, Causeway Bay, Hong Kong. General Terms (Section 11) – This plan is offered and valid only in Hong Kong. The laws of the Special Administrative Region of Hong Kong govern this Plan.

d) India: Parties to Contract – Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India (“Apple”). Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of 1,300 INR (India Rupees) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple India Private Ltd at 19th Floor, Concorde Tower C, UB City No. 24, Vittal Mallya Road, Bangalore 560-001, India. General Terms (Section 11) – This Plan is offered and valid only in India. The laws of the Republic of India govern this Plan.

e) Republic of Korea: Parties to Contract – Apple Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Gangnam-Gu, Seoul 135-798, Republic of Korea.

Cancellation (Section 9) - Cancel by sending written notice to AppleCare Administration, Apple Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Gangnam-Gu, Seoul 135-798, Korea. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of 32,000 SKW (South Korea Won) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan.

Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Korea Limited at 3201 ASEM Tower, 159 Samsung-Dong, Gangnam-Gu, Seoul 135-798, Republic of Korea.

General Terms (Section 11) – This Plan is offered and valid only in the Republic of Korea. The laws of the Republic of Korea govern this Plan.

f) Singapore: Parties to Contract – Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore, 569086 (“Apple”). Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd. of 7 Ang Mo Kio Street 64, Singapore 569086. If you cancel more than 30 days after your receipt of this Plan, you will receive a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of \$45 (Singapore Dollars) or 10 per cent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple South Asia Pte. Ltd.

of 7 Ang Mo Kio Street 64, Singapore 569086. General terms (Section 11) – This plan is offered and valid only in Singapore. The laws of the Republic of Singapore govern this Plan.

g) New Zealand: Parties to Contract – Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235. (“Apple”). Cancellation (Section 9) – Cancel by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235. If you cancel more than 30 days after your receipt of this Plan, you will received a pro-rata refund of the Plan’s original purchase price, less (i) a cancellation fee of \$50 (New Zealand Dollars) or 10 percent of the pro-rata amount, whichever is less and (ii) the value of any service provided to you under the Plan. Transfer (Section 10) – Transfer by sending written notice to AppleCare Administration, Apple Pty Limited at PO Box A2629, Sydney South, NSW 1235. General Terms (Section 11) – This plan is offered and valid only in New Zealand. The laws of New South Wales govern this Plan.

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