

## AppleCare+ for Apple Display AppleCare+ for Mac

### Apple Products, AppleCare+, and New Zealand Consumer Law

When you purchase Apple hardware products, in addition to your statutory rights, including under the Consumer Guarantees Act 1993, you will receive coverage from the Apple One-Year Limited Warranty.

By purchasing the optional AppleCare+ (“your AppleCare+ Plan”), you also obtain additional benefits. The terms and conditions of your AppleCare+ Plan are summarised below and set out in full in your original purchase receipt, your Plan Confirmation (if auto registration is not available) and in the terms contained in the Getting Started Guide (from [apple.com/nz/legal/sales-support/applecare/applecareplus/nz/mac/](https://apple.com/nz/legal/sales-support/applecare/applecareplus/nz/mac/)).

If you decide for any reason that you’d like to cancel your AppleCare+ Plan, you can do this at any time by calling Apple at 0800 1 27753, or sending written notice with your Plan Agreement Number and proof of purchase to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. If you have purchased an Annual Policy, you may also turnoff your renewal billing by going to [support.apple.com/en-nz/HT202039](https://support.apple.com/en-nz/HT202039) on Your Covered Device. If you purchased a Fixed-Term Plan and financed it through a Plan Payment Provider, contact your Plan Payment Provider to cancel your Plan. Depending on how long you have had the AppleCare+ Plan and whether you have made a valid claim, you may be entitled to a refund.

### Summary of protections provided by New Zealand consumer law, the Apple Limited Warranty, and AppleCare+

	<b>New Zealand consumer law</b>	<b>Apple Limited Warranty</b>	<b>AppleCare+</b>
Claim period for product faults	A reasonable period from date of delivery until the failure becomes apparent	One (1) year from date of purchase	Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation
Global repair coverage	No	Yes (subject to availability)	Yes—If you take your Apple hardware with you when you travel and happen to need repair service, the AppleCare+ Plan offers global repair coverage (subject to availability)
Do it yourself parts	No	Yes	Yes (allowing you to service your own product)

Telephone technical support	None	Ninety (90) days from date of purchase for iPhone, iPad, iPod, headphones, Apple TV, Mac, or Apple-branded display  One (1) year from date of purchase for Apple Watch (excluding Hermès and Edition); 2 years from date of purchase for Apple Watch Hermès and Edition)	Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation
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\*AppleCare+ is available for Mac and Apple-branded display (including an Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and includes unlimited accidental damage from handling claims while the plan is active, each subject to payment of a service fee (as detailed in the Terms and Conditions), expert technical support, and hardware services. ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad subject to a separate service fee, even if both your iPad and an iPad Input Device are damaged at the same time.

### Summary of New Zealand statutory consumer guarantees

Your rights and remedies under your AppleCare+ Plan operate alongside, and in addition to, your rights under New Zealand consumer law. A summary of your rights under the Consumer Guarantees Act 1993 is set out below.

Consumer guarantees in relation to goods	Consumer guarantees in relation to services
The goods will be fit for a particular purpose and will do what we have told you they will do.	We will provide the services with reasonable care and skill.
The goods will be of acceptable quality, reasonably durable and free of minor and major faults.	The services will be fit for a particular purpose.
The goods will arrive on time and in good conditions (if we are delivering them to you).	The services will be provided within a reasonable time and at a reasonable price.

Under New Zealand consumer law, the remedy you are entitled to if a product fails to meet a consumer guarantee will depend on whether the failure to comply with the guarantee is serious or minor, and whether it can be fixed.

Your AppleCare+ Plan is provided to you by Apple Sales New Zealand. You can contact us at Apple Sales New Zealand, Level 15, 188 Quay Street, Auckland 1010; by phoning us on 0800 1 27753; or by emailing [acpp@apple.com](mailto:acpp@apple.com).

Where the failure is not serious, we may choose to offer you a refund, replacement, repair, or in the case of services, resupply. Where the failure is serious or, in the case of a product, makes that product unsafe, you can choose from one of the remedies set out below:

<b>Remedies for serious failure with goods</b>	<b>Remedies for serious failure with services</b>
Return the product and ask for a refund.	Cancel the contract.
Return the product and ask for an identical replacement, or one of similar value if reasonably available.	Keep the contract and negotiate a reduced price for the drop-in value of the service—this may mean asking for some of your money back if you have already paid.
Keep the product and ask for compensation for the drop-in value caused by the problem.	

Where you incur extra costs from a failure relating to an Apple product you have purchased from us, we will also pay you a reasonable amount for damage caused by any fault or for extra costs caused by the failure of the product.

If you discover a fault or failure in a product you have purchased from us, you should contact us on 0800 1 27753 or the store where you purchased your product from. Where the failure is serious, you must contact us and request a refund as soon as possible after you discover the failure; otherwise, you may lose your right to that refund.

You must also give us a reasonable time to repair the failure. We do not have to cover the cost of a repair if you do not contact us about the failure of the product first.

For more information about your AppleCare+ Plan and your rights under the Consumer Guarantees Act 1993, you can visit [apple.com/nz/legal/statutory-warranty](https://apple.com/nz/legal/statutory-warranty) or [consumeraffairs.govt.nz/](https://consumeraffairs.govt.nz/).

You should retain a copy of your receipt and any applicable Plan Confirmation as it forms part of your AppleCare+ Plan and includes important information such as the commencement date.

## **How Consumer Rights Affect this Plan**

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ALL RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER PROTECTION LAWS AND REGULATIONS. THIS PLAN SHALL NOT PREJUDICE THE RIGHTS GRANTED BY APPLICABLE CONSUMER LAW, INCLUDING THE RIGHT TO RECEIVE REMEDIES UNDER STATUTORY WARRANTY LAW AND TO SEEK DAMAGES IN THE EVENT OF THE NON-PERFORMANCE BY APPLE OF ANY OF ITS CONTRACTUAL OBLIGATIONS.

### **1. The Plan**

This contract (the "Plan") governs the services provided by Apple under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), and the original sales receipt for your Plan, and the summary of protections provided by New Zealand consumer law provided to you at the time you purchased the Plan. Your Plan Confirmation will be provided to you at the time of purchase or sent to you automatically thereafter. If you purchased your Plan from Apple, you may obtain a copy of your Plan Confirmation by going to [mysupport.apple.com/products](https://mysupport.apple.com/products).

Benefits under this Plan are additional to your rights under applicable laws, the manufacturer's hardware warranty and any complimentary technical support. The terms of the Plan apply the same whether paid for a fixed term of coverage ("Fixed-Term Plan"), or for an annual recurring term of coverage ("Annual Plan"), except where otherwise noted. Your Plan may be paid by you or a third party who finances or otherwise pays for your Plan (a "Plan Payment Provider").

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple-branded Mac computer or display listed on your Plan Confirmation (including any Apple-branded stand and/or VESA mount included with or purchased at the same time as your Apple-branded display), and the Apple-branded accessories contained inside the original packaging ("Covered Device"), and (ii) an Apple-branded mouse, Magic Trackpad, and/or Apple-branded keyboard if included with the Covered Device (or purchased with a Mac mini, Mac Pro, or Mac Studio), an Apple-branded VESA mount and/or stand if included or purchased with a Mac Covered Device, Apple memory modules (RAM) and an Apple USB SuperDrive ("Mac Accessories") if used with the Covered Device and originally purchased no earlier than two years before the Covered Device purchase. The Covered Equipment must have been purchased or leased as new from Apple or an Apple Authorised Reseller. Where legal ownership of the Covered Equipment has been transferred to You, the Plan must have been transferred to You pursuant to Section 10. Covered Equipment includes any replacement product provided to You by Apple under Sections 3.1 or 3.2 of this Plan.

## **2. Plan Term and Renewal**

Plan coverage begins when you purchase the Plan and continues, unless cancelled, through the date specified in your Plan Confirmation (the "Plan Term").

For Annual Plans, your Plan Term is one (1) year. Annual Plans will automatically renew each year unless cancelled as set forth in the "Cancellation" Section 9 below. In the event that Apple is no longer able to service your Covered Equipment due to the unavailability of service parts, Apple will provide you with thirty (30) days' prior written notice of cancellation, or as otherwise required by law.

For Fixed-Term Plans, your Plan Term is fixed as set forth on your Plan Confirmation. Apple is not obligated to renew your Fixed-Term Plan. If Apple does offer to renew, Apple will determine the price and terms.

For Annual Plans and any Fixed-Term Plan paid in installments (if available), you agree to have the credit card, debit card or other authorized payment source such as Apple Pay (the "Payment Source") used for your initial Plan purchase to be kept on file to be automatically charged in advance of the first day of each renewal or installment period following your initial purchase so as to renew your Plan, unless cancelled. If your Payment Source cannot be charged for any reason, and you have not otherwise made the appropriate renewal or installment payment on time, your Plan coverage will cease from the due date. Apple has the right, but not the obligation, to accept any late payment and allow your Plan to continue from the date of late payment. For Annual Plans only, if the price of your Annual Plan is subject to change upon renewal, you will be notified in advance of any price increase, in accordance with Section 11 of this Plan.

You can find the price of the Annual or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you've purchased your Plan ("a "Reseller"), or your Plan Payment Provider.

## **3. What is Covered?**

### 3.1 Hardware Services for Defects or Consumed Battery ("Hardware Service")

If during the Plan Term, you submit a valid claim by notifying Apple that a defect in materials and workmanship has arisen in the Covered Equipment or, in relation to Covered Equipment which uses an integrated rechargeable battery, where the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications, Apple will, at its discretion, either: (i) repair the defect at no charge, using new parts or previously used

genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Equipment with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

All replacement products provided under this Plan will at a minimum have the same or substantially similar features (e.g., a different model with the same features, or the same model in a different color) as 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 effective for the remainder of the Plan Term. Apple may use Covered Devices or replacement parts for service that are sourced from a country that is different from the country from which the Covered Device or original parts were sourced.

### 3.2 Services for Accidental Damage from Handling ("ADH Service")

If, during the Plan Term, you submit a valid claim by notifying Apple that the Covered Device has failed due to accidental damage from handling resulting from an unexpected and unintentional external event (for example, drops and damage caused by liquid contact from spills) ("ADH"), Apple will subject to your payment of the service fee described below, either (i) repair the defect using new parts or previously used genuine Apple parts that have been tested and pass Apple functional requirements, or (ii) exchange the Covered Device with a replacement product that is new or comprised of new and/or previously used genuine Apple parts that have been tested and pass Apple functional requirements.

**Exclusions apply as described below.**

**Each time you receive services for ADH is a "Service Event." You are eligible to receive unlimited Service Events for your Covered Device while the Plan is active, up to the date the Plan is cancelled or otherwise terminated. Requests for Service Events submitted and received by Apple after the Plan has been cancelled or terminated will not be covered by the Plan.**

**Important:** Please refer to Section 3 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

	Mac	Apple Display
Tier 1 ADH Service Event	NZ\$169	NZ\$169
- Screen Only ADH Damage		
- External enclosure-only ADH Damage		
Tier 2 ADH Service Event	NZ\$499	NZ\$499
- Other Accidental Damage		

*\*Fees include applicable taxes payable by you*

To qualify for the Tier 1 ADH Service Event fee, the Covered Device must have no additional damage beyond the screen-only damage (if applicable) or the external enclosure-only damage that would prevent Apple from repairing the display or external enclosure. ADH damage to the Apple-branded stand and/or VESA mount used with your Apple-branded display will be treated as external enclosure-only ADH damage. Covered Devices with additional damage will be charged the price of the Tier 2 ADH Service Event fee.

The ADH coverage under the Plan is provided to you as a benefit pursuant to a group insurance policy that Apple purchased from AIG Insurance New Zealand Limited.

Please note that if you seek service under this Plan in a country other than New Zealand the service fee or local equivalent fees may need to be paid in that country's currency and at that country's applicable rate – for further details, please visit [apple.com/legal/sales-support/applecare/applecareplus/](https://apple.com/legal/sales-support/applecare/applecareplus/) and select the appropriate device and location in which you seek service to view the applicable terms and fees.

### 3.3 Technical Support

During the Plan Term, Apple will provide you with priority access to telephone and web-based technical support for Covered Equipment ("Technical Support"). Your Technical Support starts on expiration of the complimentary technical support provided by Apple, which starts on the date you purchase the Covered Equipment. Technical support may include assistance with installation, launch, configuration, troubleshooting, and recovery (excluding data recovery), including storing, retrieving, and managing files; interpreting system error messages; and determining when hardware service is required or ADH coverage may be applicable. Apple will provide support for the then-current version of the supported software, and the prior Major Release. For purposes of this section, the term "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.

Apple Technical Support is limited to the following: (i) the Covered Equipment, (ii) the Apple-branded Operating System ("macOS") and Apple-branded software applications that are pre-installed on or designed to operate with the Covered Equipment ("Consumer Software"), and (iii) connectivity issues between the Covered Equipment and a computer or device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment. **Exclusions apply as described below.**

## **4. What is not Covered?**

### 4.1 Hardware Services and ADH Services

Apple may restrict Hardware Service and ADH Services to the country where the Covered Equipment was originally purchased.

Apple will not provide Hardware Services or ADH Services in the following circumstances:

- (a) to protect against normal wear and tear, or to repair cosmetic damage not affecting the functionality of the Covered Equipment;
- (b) to conduct preventative maintenance;
- (c) to replace Covered Equipment that is lost or stolen;
- (d) to repair damage, including excessive physical damage (e.g., products that have been crushed, bent or submerged in liquid), caused by reckless, abusive, willful or intentional conduct, or any use of the Covered Equipment in a manner not normal or intended by Apple;

- (e) to install, remove or dispose of the Covered Equipment or the equipment provided to you while the Covered Equipment is being serviced;
- (f) to repair damage caused by a product that is not Covered Equipment;
- (g) to repair any damage to Covered Equipment (regardless of the cause) if the Covered Equipment has been opened, serviced (including for upgrades and expansions), modified, or altered by anyone other than Apple or an authorized representative of Apple;
- (h) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
- (i) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
- (j) to repair damages caused by fire, earthquake, flood, or other similar external causes;
- (k) to protect against damage caused by the presence of hazardous materials, including, but not limited to, biological materials and allergens, that present a risk to human health;
- (l) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or
- (m) the loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

Installation of third-party parts may affect your coverage. As a condition of receiving Hardware or ADH Services, all Covered Equipment must be returned to Apple in its entirety including all original parts or Apple-authorized replacement components. The restriction does not prejudice your consumer law rights.

#### 4.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use or modification to the Covered Equipment, the macOS, or Consumer Software in a manner for which the Covered Equipment or software is not intended to be used or modified;
- (b) For issues that could be resolved by upgrading software to the then-current version;
- (c) For third-party products or their effects on or interactions with the Covered Equipment, the macOS or Consumer Software;
- (d) For your use of a computer or macOS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the macOS or Consumer Software;
- (f) For any Consumer Software designated as "beta," "pre-release," or "preview" or similar designation;
- (g) For damage to, or loss of any software or data that was residing or recorded on the Covered Equipment (note: the Plan does not cover the recovery or reinstallation of software programs and user data);
- (h) For third-party web browsers, email applications, and Internet service provider software, or the macOS configurations necessary for their use;
- (i) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic hardware or software, or components thereof, that are used to store, process, access, transmit, or receive information within Covered Equipment as a result of any cause or loss other than covered losses specifically stated in this Plan, including any unauthorized access or unauthorized use of such system, a denial of service attack, or receipt or transmission of malicious code; or

(j) The loss of, loss of use of, damage to, corruption of, inability to access, or inability to manipulate any electronic data stored within Covered Equipment, including any such loss caused by unauthorized access or unauthorized use of such data, a denial of service attack, or receipt or transmission of malicious code.

## **5. How to Obtain Service and Support?**

You may obtain any service under this Plan or Technical Support by calling Apple at 0800 1 27753 or by accessing [support.apple.com/en-nz](https://support.apple.com/en-nz).

You must comply with all terms and conditions of this Plan to receive service or support, including but not limited to, Your responsibilities set out in Section 7 below.

## **6. Service Options**

Apple will provide hardware services to you through one or more of these options:

(a) Carry-in service. Carry-in service is available for most Covered Equipment. Return the Covered Equipment to an Apple-owned retail store location or to a service provider authorized by Apple that offers carry-in service. Service will be performed for you at the store, or the store may send the Covered Equipment to an Apple Repair Service ("ARS") site for service. You must promptly retrieve the Covered Equipment.

(b) Onsite service. Onsite service is available for many desktop and portable computers as well as for the Apple-branded display if the location of the Covered Equipment is within 80 kilometres radius of an Apple Authorised Onsite Service Provider. Certain parts serviceable under do-it-yourself parts service, as described below, are not eligible for Onsite service. If Apple determines that onsite service is available, Apple will dispatch a service technician to the location of the Covered Equipment. Service will be performed at the location, or the service technician will transport the Covered Equipment to an Apple Authorised Service Provider ("AASP") or ARS location for repair. If the Covered Equipment is repaired at an AASP or ARS location, Apple will arrange for transportation of the Covered Equipment to your location following service. If the service technician is not granted access to the Covered Equipment at the appointed time, any further onsite visits may be subject to an additional charge.

(c) 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 waybills (and, if needed, packaging material). You must ship the Covered Equipment to an ARS site in accordance with Apple's instructions. Once service is complete, the ARS site will return the Covered Equipment to you. Apple will pay for shipping to and from your location if you follow all instructions.

(d) Do-it-yourself ("DIY") parts service. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. Apple is not responsible for any labor costs you incur in respect to DIY parts service. If DIY parts service is available, the following process will apply:

(i) Service where Apple requires return of the replaced Covered Equipment part. Apple may require a credit card authorization to serve as security for the retail price of the replacement Covered Equipment part and applicable shipping costs. If you are not able to provide credit card authorization, service may not be available to you and Apple will offer an alternative arrangement for service. Apple will ship a replacement Covered Equipment part to you with installation instructions, if applicable, and any requirements for the return

of the replaced Covered Equipment part. If you follow the instructions, Apple will cancel the credit card authorization, so you will not be charged for the Covered Equipment part and shipping to and from your location. If you fail to return the replaced Covered Equipment part as instructed or return a replaced product, part or accessory that is ineligible for service, Apple will charge the credit card for the authorized amount.

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

Should you require further assistance, you should contact Apple at the telephone number listed below.

Apple may change the method by which Apple provides 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 you request service. Service options, parts availability and response times may vary. If service is not available for the Covered Equipment in a country that is not the country of purchase, you may be responsible for shipping and handling charges to facilitate service in a country where service is available. If you seek service in a country that is not the country of purchase, you must comply with all applicable import and export laws and regulations and be responsible for all custom duties, V.A.T. and other associated sales taxes and charges. For international service, Apple may repair or exchange 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 (i) provide your Plan Agreement Number and a copy of your Plan's original proof of purchase, (ii) provide information about the symptoms and causes of the issues with the Covered Equipment, (iii) respond to requests for information needed to diagnose or service the Covered Equipment, (iv) follow instructions Apple gives you, (v) update software to currently published releases prior to seeking service, and (vi) back up software and data residing on the Covered Equipment.

DURING HARDWARE SERVICE, APPLE WILL DELETE THE CONTENTS OF THE COVERED EQUIPMENT REFORMAT THE STORAGE MEDIA, AND REINSTALL THE COVERED EQUIPMENT'S ORIGINAL SOFTWARE CONFIGURATION AND SUBSEQUENT UPDATE RELEASES, WHICH WILL RESULT IN THE DELETION OF ALL SOFTWARE AND DATA THAT RESIDED ON THE COVERED EQUIPMENT PRIOR TO SERVICE. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install macOS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the macOS. Third party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the macOS 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, AND THE INSURER, WILL UNDER NO CIRCUMSTANCES BE LIABLE TO YOU OR ANY SUBSEQUENT OWNER OF THE COVERED EQUIPMENT FOR ANY INDIRECT OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO THE 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 OR THE INSURER'S OBLIGATIONS UNDER THIS PLAN. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE LIMIT OF APPLE AND ITS EMPLOYEES' AND AGENTS' AND THE INSURER'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 THE COVERED EQUIPMENT WITHOUT RISK TO OR LOSS OF PROGRAMS OR DATA, (ii) IT WILL MAINTAIN THE CONFIDENTIALITY OF DATA, OR (iii) THE OPERATION OF THE PRODUCT WILL BE UNINTERRUPTED OR ERROR-FREE.

THE BENEFITS CONFERRED BY THIS PLAN ARE IN ADDITION TO ANY RIGHTS AND REMEDIES PROVIDED UNDER CONSUMER 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 REPLACEMENT OR REPAIR OF THE COVERED EQUIPMENT OR SUPPLY OF THE SERVICE.

## **9. Cancellation**

### 9.1 Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effectively immediately and may be entitled to a refund as described below, by calling Apple at 0800 1 27753.

(a) Cancellations with the return of your Covered Device:

Regardless of your Plan type, to cancel this Plan with the return of your Covered Device, go to the original sales channel of your Covered Device purchase (whether a Reseller or Apple). You (or the financing entity, in the event your Plan was financed) will receive a full Plan refund.

(b) All other cancellations:

(i) For Annual Plans:

To cancel an Annual Plan, call Apple at 0800 1 27753, or send written notice with your Plan Agreement Number and proof of purchase to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235.

If You contact Apple to cancel this Annual Plan within thirty (30) days of the date of initial purchase or each renewal of Your Plan, You will receive a full refund.

If You contact Apple to cancel Your Annual Plan more than thirty (30) days after the date of initial purchase or renewal of Your Plan You will be entitled to a pro rata refund based on the percentage of unexpired time remaining on Your Annual Plan.

If You have already made a valid claim under Your Plan, then - whenever You cancel - Apple may deduct from any refund the value of the benefit You received, which may result in no refund of being due to You.

You may also prevent Your Annual Plan from automatically renewing by turning off the renewal billing by going to [support.apple.com/en-nz/HT202039](https://support.apple.com/en-nz/HT202039) on Your Covered Device and selecting "Cancel a subscription" or directly through your billing platform. Your action in turning off the renewal billing will be deemed an expression of Your intent to cancel your Annual Plan at the end of the year for which Your last annual payment was paid. Your Annual Plan will remain active until midnight on the last day of that year at which point it will be cancelled and no cancellation refund will be provided to You.

Apple may cancel Your Plan in the event that Apple is no longer able to service Your Covered Equipment or any Apple-branded device of equivalent functionality, at which point You will be provided with one month's advance notice that Your Plan will be cancelled and Your Plan will cease to renew.

(ii) For Fixed-Term Plans:

To cancel a Fixed-Term Plan, call Apple at 0800 1 27753, or send written notice with your Plan Agreement Number and proof of purchase to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235.

If You contact Apple to cancel this Fixed-Term Plan within thirty (30) days of the Plan purchase date and You paid for the Plan in full, You will receive a full refund.

If You contact Apple to cancel Your Fixed-Term Plan more than thirty (30) days after the Plan purchase date and You paid for the Plan in full, You will be entitled to a pro rata refund based on the percentage of unexpired time remaining on Your Plan.

If You have already made a valid claim under Your Plan, then - whenever You cancel - Apple may deduct from any refund the value of the benefit You received, which may result in no refund of being due to You.

If your Fixed-Term Plan is financed through a Plan Payment Provider, contact your Plan Payment Provider to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan. Additionally, where You pay for the Plan by installments and there are arrears, the Payment Plan Provider can request that Apple cancel Your Plan.

## 9.2 Apple's Cancellation Rights

If your Payment Source cannot be charged for any reason for amounts due, including for any Annual Plan renewal or other installment payment owed by you, and you have not otherwise made the appropriate payment by the due date or any applicable renewal date, your Plan may be cancelled for nonpayment and your Plan coverage will cease from the due date or renewal date.

Additionally, unless applicable local law provides otherwise, Apple may cancel this Plan (both on its own behalf and on behalf of the Insurer) for fraud or material misrepresentation, or if service parts for the Covered Equipment are not available, upon thirty (30) days' prior written notice. If local law permits and Apple cancels this Plan for the unavailability of service parts, you will receive a pro-rata refund for the Plan's unexpired term.

## 9.3. Cancellation Upon Authorized Trade-In

For Annual Plans, if you trade-in your Covered Equipment to Apple or an Apple Authorized Reseller as part of an Apple authorized trade-in program, that trade-in will be deemed an expression of your intent to cancel your Annual Plan and it will be cancelled consistent with Section 9.1(b)(i).

## 9.4 Effect of Cancellation

Upon the effective date of your early cancellation, Apple's future obligations under this Plan to you are fully extinguished.

## **10. Transfer of Fixed-Term Plan**

For Fixed-Term Plans only, you may make a one-time permanent transfer of all of your rights under the Plan to another party, provided that: (i) you transfer to the other party the original proof of purchase, the Plan Confirmation, the Plan's printed materials and this service contract; (ii) you notify Apple of the transfer by sending or e-mailing written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235 or [acpp@apple.com](mailto:acpp@apple.com) respectively, and (iii) the other party accepts the terms of this service contract. If you financed the purchase of your Plan, the transferee must assume and comply with all payment obligations of the transferor, and any failure to do so by a transferee shall immediately trigger the cancellation provisions as described in Section 9. When notifying Apple of the transfer, you must provide the Plan Agreement Number, the serial number of the Covered Equipment, and the name, address, telephone number and email address of the new owner. Annual Plans cannot be transferred.

## **11. Plan Changes**

The Plan terms and conditions originally issued to you will remain in effect for the duration of your Plan Term and each Annual Plan renewal, if applicable, unless Apple notifies you of revised Plan terms and conditions.

Unless local law provides otherwise, Apple may, at any time, revise any of the terms and conditions of this Plan, including the price and applicable service fees, upon thirty (30) days' written notice to you, or any longer if required by law ("Notice Period"). Such notice will be provided in a separate writing or email, or by other reasonable method.

If you do not agree to the revised Plan terms and conditions, you may cancel the Plan without penalty. If you do not cancel the Plan within the Notice Period, your continued payment of annual or other installment charges (if applicable) or request for service under the Plan after receiving notice of a change in your Plan terms and conditions, including with respect to a change in price or service fees, will be deemed consent by you to be bound by such revised Plan terms and conditions. In any event, you may cancel the Plan at any time in accordance with Section 9. If Apple adopts any revision to this Plan that would broaden your coverage without additional cost or any increase in service fees, the broadened coverage will immediately apply to this Plan.

## **12. General Terms**

(a) 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.

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

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

(d) This Plan is offered and valid only in New Zealand. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all jurisdictions, and is not available where prohibited by law.

(e) 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.

(f) 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 any service. This may include transferring your data to affiliated companies, the Insurer or service providers in accordance with the Apple Customer Privacy Policy.

(g) Apple has security measures, which should protect your data against unauthorized access or disclosure as well as unlawful destruction.

**(h) You understand and agree that by purchasing the Plan, Apple will use, process, transfer, and protect your information in accordance with Apple Customer Privacy Policy available at [apple.com/nz/legal/privacy/](https://apple.com/nz/legal/privacy/). Without prejudice to the foregoing, you agree that Apple, its affiliates or service providers may use and process your name, device serial number, contact information, repair history and other personal information we, our affiliates or service providers collect or generate in relation to your Plan, for the purposes of: (i) providing and administering the services under the Plan and performing this contract; (ii) ensuring service quality; and (iii) communicating with you regarding your Plan, related financial transactions, and services and support provided under this contract. For such purposes, you agree that this may include the transfer of your personal information between Apple, its affiliates and service providers. If you have any questions regarding the processing of your personal data, contact Apple through the telephone numbers provided or at [apple.com/legal/privacy/contact](https://apple.com/legal/privacy/contact). If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access [appleid.apple.com/nz/](https://appleid.apple.com/nz/) to update your personal contact preferences or you may contact Apple at [apple.com/nz/privacy/contact/](https://apple.com/nz/privacy/contact/).**

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

(j) Apple is not obligated to renew this Plan. If Apple does offer to renew this Plan, Apple will determine the price and terms.

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

(l) "Apple" is **Apple Sales New Zealand**, the legal and financial obligor for Plans sold New Zealand is Apple Sales New Zealand.

(m) Parties to Contract – Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235 ("Apple") and (for the purpose of the ADH coverage) AIG Insurance New Zealand Limited of Level 21, 21 Queen Street, P.O. Box 1745, Auckland, 1140, New Zealand, an insurance company authorized to carry on general insurance business in New Zealand (as "Insurer").

(n) The laws of New Zealand govern this Plan.

(o) The ADH coverage is provided to you pursuant to a group insurance policy that Apple has purchased from the Insurer. Apple Sales New Zealand is the sole policyholder. For ADH coverage, the Insurer appoints Apple to provide the Service Events under Section 3.2 of this Plan and covers the costs of such Service Events in excess of your service fee. The service fee is payable to, and retained by, Apple Sales New Zealand.

(p) The Insurer shall not be deemed to provide cover and shall not be liable to pay any claim or provide any benefit hereunder to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose the Insurer, its parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union, United Kingdom or United States of America.

(q) The rights described in this Plan are in addition to the statutory rights to which you may be entitled under the Consumer Guarantees Act 1993 ("CGA"). Under the CGA, you are entitled to choose a refund, a replacement, or to keep the goods (in which case we will pay an amount to cover any loss in value of the goods) where there is a serious failure or if the goods become unsafe to use. If the failure of the goods is not serious, we may choose to refund, repair or replace the goods. You are also entitled to a reasonable amount as compensation for any damage or extra costs resulting from the failure of the goods.

## **CONTACT US**

### **Telephone Numbers**

0800 1 27753

\* Telephone numbers and hours of operation may vary and are subject to change. You can find the most up-to-date local and international contact information at [support.apple.com/en-nz/HT201232](https://support.apple.com/en-nz/HT201232). Toll-free numbers are not available in all countries.

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