

**AppleCare+ for Apple TV**  
**AppleCare+ for Apple Watch**  
**AppleCare+ for Headphones**  
**AppleCare+ for HomePod**  
**AppleCare+ for iPad**  
**AppleCare+ for iPhone**  
**AppleCare+ for iPod**

**Apple Products, the AppleCare Protection Plan, 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 Protection Plan or 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/](http://apple.com/nz/legal/sales-support/applecare/applecareplus/nz/)).

If you decide for any reason that you would like to cancel your AppleCare Plan, you can do this within thirty (30) days after the date of your purchase (or at any time if we have materially failed to comply with our disclosure obligations under the Fair-Trading Act 1986). Just visit the store you purchased the product from, and they will refund the cost of your AppleCare Plan.

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

	<b>New Zealand Consumer Law</b>	<b>Apple Limited Warranty</b>	<b>AppleCare Protection Plan or 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 Protection Plan offers global repair coverage (subject to availability)
Do it yourself parts	No	Yes	Yes (allowing you to service your own product)

Technical support	None	<p>Ninety (90) days from date of purchase for Apple TV, Headphones, HomePod, iPad, iPhone, iPod and Mac</p> <p>One (1) year from date of purchase for Apple Watch (excluding Hermès and Edition); two (2) years from date of purchase for Apple Watch (Hermès or Edition)</p>	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 Apple TV, Apple Watch, HomePod, iPad (including an Apple Pencil and an Apple-branded iPad keyboard to be used with your iPad, referred to as “iPad Input Devices”), iPhone, iPod, or Apple- or Beats-branded headphones listed on your Plan Confirmation, and includes the protection provided under the AppleCare Protection Plan. In addition, AppleCare+ covers 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). 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. 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 on a one-time basis ("Single-Pay Plan") or a monthly basis ("Monthly Pay Plan") unless otherwise noted.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the Apple TV, Apple Watch, HomePod, iPad (including an Apple Pencil and/or an Apple-branded iPad keyboard to be used with your iPad, referred to as "iPad Input Devices"), iPhone, iPod, or Apple- or Beats-branded headphones listed on your Plan Confirmation ("Covered Device"), and (ii) the accessories contained inside the original packaging of your Covered Device. 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 9. Covered Equipment includes any replacement product provided to You by Apple under Section 2.1 or 2.2 of this Plan.

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

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

## **2. What is Covered?**

### 2.1 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 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.

### 2.2 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) ("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:

Apple TV:	NZ\$ 25
Apple Watch (excluding Ultra, Edition and Hermès):	NZ\$ 119
Apple Watch Ultra:	NZ\$ 139
Apple Watch (Edition or Hermès):	NZ\$ 139
HomePod mini:	NZ\$ 25
iPad Pro:	NZ\$ 75
iPad (all other models):	NZ\$ 75
iPad Input Device:	
Apple Pencil:	NZ\$ 49
Apple-branded iPad keyboard:	NZ\$ 49
iPhone:	
Screen-Only Damage:	NZ\$ 49
Back Glass-Only Damage (not available on iPhone SE and iPhone models released prior to iPhone 12):	NZ\$ 49
Other Accidental Damage:	NZ\$ 169
iPod:	NZ\$ 49
Apple-branded headphones:	NZ\$ 49
Beats-branded headphones:	NZ\$ 49

*\*Fees include applicable taxes payable by you*

ADH Service for an iPad Input Device will count as a separate Service Event from ADH Service of your iPad subject to separate service fee, even if both your iPad and an iPad Input Device are damaged at the same time.

For iPhone - Screen-Only or Back Glass-Only Damage, the Covered Device must have no additional damage beyond either the screen or back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing either the screen or back glass on the Covered Device. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage. If you elect to use Express Replacement Service ("ERS") for an iPhone with damage that is limited to the screen or back glass only (see Section 5(c)), your Service Event will be charged as iPhone Other Accidental Damage.

For an iPhone with both screen and back glass damage, but no additional damage beyond the screen and back glass damage, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen and back glass on the Covered Device, separate Screen-Only and Back Glass-Only service fees will apply to the ADH Service. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage. If you elect to use Express Replacement Service ("ERS") for an iPhone with damage that is limited to the screen and back glass (see Section 5(c)), Your claim will be charged as iPhone Other Accidental Damage.

Screen and back glass repairs are not available on devices other than iPhones. Back glass repair is not available on iPhone SE and models released prior to iPhone 12.

Depending on your country or jurisdiction of purchase, the ADH coverage under the Plan may be provided to you as a benefit under an arrangement which Apple has entered into with the relevant insurer named in Section 11 under the country or jurisdiction that you purchased the Plan in ("Insurer").

Please note that if you seek service under this Plan in a country other than your country of purchase, the service fee will need to be paid in that country's currency and at that country's applicable rate – for further details, including regarding applicable fees by country, please visit the AppleCare+ support website at [apple.com/nz/legal/sales-support/applecare/applecareplus/](https://apple.com/nz/legal/sales-support/applecare/applecareplus/).

### 2.3 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 ("OS") and Apple- or Beats-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, a laptop or desktop computer, a compatible television, or other compatible wireless device that meets the Covered Equipment's connectivity specifications and runs an operating system supported by the Covered Equipment.

**Exclusions apply as described below.**

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

### 3.1 Hardware Services and ADH Services

Apple may restrict Hardware Service and ADH Service 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 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, 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 or other external causes;
- (k) 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
- (l) 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.

### 3.2 Technical Support

Apple will not provide Technical Support in the following circumstances:

- (a) For use of the OS and Consumer Software as server-based applications;
- (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;
- (d) For your use of a computer or OS that is not related to Consumer Software or to connectivity issues with the Covered Equipment;
- (e) For software other than the Consumer Software;
- (f) For any Consumer Software designated as "beta," "prerelease," "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) 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
- (i) 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.

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

You may obtain service or Technical Support by calling Apple or accessing [support.apple.com/en-nz](https://support.apple.com/en-nz). You must provide the Plan Agreement Number or Covered Device serial number. You must

also, upon request, present your Plan Confirmation, and the original sales receipt for your Covered Device and your Plan.

## **5. 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) 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.

(c) Express Replacement Service ("ERS") or do-it-yourself ("DIY") parts service. ERS is available for certain Covered Equipment. ERS is not available for iPod or for iPhone Screen-Only or Back Glass-Only Damage, however, you may elect to use ERS for iPhone Screen-Only or Back Glass-Only Service Events subject to the iPhone Other Accidental Damage fee listed in Section 2.2. DIY parts service is available for many Covered Equipment. This allows you to service your own Covered Equipment. If Apple requires return of the replaced device or part, Apple may require a credit card authorization to serve as security for the retail price of the replacement device or part and applicable shipping costs until you return the replaced device as instructed. If you are not able to provide credit card authorization, service may not be available to you in which case Apple will offer an alternative arrangement for service. If you fail to return the replaced device or part as instructed, or return a replaced device or part that is ineligible for service, Apple will charge the credit card for the authorized amount. If Apple does not require return of the replaced device or part, Apple will ship you free of charge a replacement device or part accompanied by any applicable instructions or requirements for disposal of the replaced device or part. Apple is not responsible for any labor costs you incur in respect to ERS or DIY parts service.

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.

## **6. 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 AND REFORMAT THE STORAGE MEDIA. Apple will return your Covered Equipment or provide a replacement as the Covered Equipment was originally configured, subject to applicable updates. Apple may install OS updates as part of hardware service that will prevent the Covered Equipment from reverting to an earlier version of the OS. Third-party applications installed on the Covered Equipment may not be compatible or work with the Covered Equipment as a result of the OS update. You will be responsible for reinstalling all other software programs, data and passwords.

## **7. 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 AGENT'S 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) THAT 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.

## **8. Cancellation**

### 8.1 Your Cancellation Rights

Regardless of your method of purchase, you may cancel this Plan at any time for any reason.

(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 Single-Pay Plans:

To cancel a Single-Pay Plan, call Apple, or you may send or fax written notice with your Plan Agreement Number to the location appropriate to your country of purchase listed in Section 11. You must send a copy of the Plan's original proof of purchase with your notice.

Unless local law provides otherwise, cancellation refunds will be provided as follows:

(A) If you cancel within thirty (30) days of your Plan's purchase or receipt of this Plan, whichever occurs later, you will receive a full refund less the value of any benefits provided to you under the Plan.

(B) 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. The pro-rata refund is based on the percentage of unexpired Plan Term from the Plan's date of purchase as detailed in Section 11.

(ii) For Monthly Pay Plans:

To cancel a Monthly Pay Plan, you may:

(A) Turn off your next Monthly Pay Plan billing renewal through your billing platform (if available); or

(B) Call your billing provider (whether a Reseller or Apple) to cancel your Monthly Pay Plan.

Unless applicable local law provides otherwise, in either case, your cancellation will be deferred until midnight on the last day of the month for which the last monthly payment was paid. Your Monthly Pay Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided. Your failure to timely and fully make any monthly payment will be deemed an expression of your intent to cancel your Plan and you will not be entitled to receive a refund of any monthly payments you have made.

If your Monthly Pay Plan is financed by a third party, contact the financing entity to cancel your Plan. Apple may return any refund owed to the financing entity who paid Apple for your Plan.

## 8.2 Apple's Cancellation Rights

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.

## 8.3 Effect of Cancellation

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

## **9. Transfer of Plan**

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 notice of transfer to the location listed in Section 11, and (iii) the other party accepts the terms of this service contract. Additionally, with regard to Monthly Pay Plans, including 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 applicable to Monthly Pay Plans, as described in Section 8.1. 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.

## 10. 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 the countries listed in Section 11. Persons who have not reached the age of majority may not purchase this Plan. This Plan may not be available in all states and territories 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) For Plans sold in New Zealand, "Apple" is **Apple Sales New Zealand**, the legal and financial obligor for Plans sold in New Zealand. Beats Electronics LLC (a/k/a Beats by Dr. Dre) is a subsidiary of Apple Inc. producing audio products, including certain Covered Equipment under the Beats brand name.

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

## **11. New Zealand Information**

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. 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 19, The AIG Building, Level 19, 41 Shortland Street, P.O. Box 1745, Auckland, 1140, New Zealand, an insurance company authorized to carry on general insurance business in New Zealand (as "Insurer"). The Plan (Section 1) – the summary of protections provided by New Zealand consumer law provided to you at the time you purchased the Plan also forms part of your service contract. Cancellation (Section 8) – Cancel by sending written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. If you cancel more than thirty (30) days after your receipt of this Plan, you will receive a pro-rata refund of the Plan's original purchase price, less the value of any service provided to you under the Plan. Transfer (Section 9) – 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. General terms (Section 10) – This plan is offered and valid only in New Zealand. 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 2.2 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.

## **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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