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, 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/).

If you decide for any reason that you would 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 a Monthly Policy, you may also turnoff your renewal billing by going to support.apple.com/HT202039 on your Covered Device. If you purchased a Fixed-Term Plan and financed it through a Payment Plan Provider, contact your Payment Plan 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+

	New Zealand Consumer Law	**Apple Limited Warranty**	**AppleCare+**
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+ offers global repair coverage (subject to availability)
Do it yourself parts	No	Yes	Yes (allowing you to service your own product)
Technical support	None	Ninety (90) days from date of purchase for Apple TV, Headphones, HomePod, iPad, iPhone, iPod and Mac One (1) year from date of purchase for Apple Watch (excluding Edition); two (2) years from date of purchase for Apple Watch (Edition)	Coverage begins when you purchase the Plan and continues through, unless cancelled, the date specified in your Plan Confirmation

AppleCare+ is available for AirPods, Apple TV, Apple Watch (including the one Apple-branded band or Nike Sport band supplied in the same box as your covered Apple Watch), Beats device, HomePod, iPad (including one Apple Pencil, and/or one Apple Pencil Pro, and/or one Apple-branded iPad keyboard to be used with your covered iPad, referred to as "iPad Input Devices"), iPhone, or iPod listed on your Plan Confirmation. 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), 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. ADH Service for iPad Input Devices is limited to one iPad Input Device and/or the replacement iPad Input Device provided to you by Apple under Section 3 of this Plan that is used with your covered iPad.

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.

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:

Remedies for serious failure with goods	Remedies for serious failure with services
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 or 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 to you by Apple under the above plans and includes the terms in this document, your Plan Confirmation ("Plan Confirmation"), 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.

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 a monthly recurring term of coverage ("Monthly 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 "Payment Plan Provider").

The Accidental Damage from Handling ("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.

The Plan covers the following equipment (collectively, the "Covered Equipment"): (i) the AirPods, Apple TV, Apple Watch (including the one Apple-branded band or Nike Sport band supplied in the same box as your covered Apple Watch), Beats devices, HomePod, iPad (including one Apple Pencil, and/or one Apple Pencil Pro, and/or one Apple-branded iPad keyboard to be used with, and compatible with, your covered iPad, referred to as "iPad Input Devices"), iPhone, or iPod 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 10. Covered Equipment includes any replacement product provided to you by Apple under Section 3 of this Plan, including an iPad Input Device used with your covered iPad.

This Plan is intended to and does only apply to your Covered Equipment. This Plan is not for your commercial use and may not be used by you in furtherance of any private gain including, but not limited to, seeking service for devices owned by others and which are not covered by this Plan. For the avoidance of doubt, other than as provided under Section 10 of this Plan for transfers of Fixed-Term Plans, you may not sell, transfer, subcontract, delegate, or assign any of your rights under this Plan. Apple has the right to monitor your service requests to ensure compliance. Violation of this provision may void 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 Monthly Plans, your Plan Term is one (1) month. Monthly Plans will automatically renew each month unless cancelled as set forth in 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 Monthly Plans and any Fixed-Term Plan paid in installments (if available), you agree to have the credit card, debit card or other authorised payment source, e.g., 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 Monthly Plans only, if the price of your Monthly 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 Monthly or Fixed-Term Plan on the original sales receipt as provided by Apple or another seller from whom you have purchased your Plan (an "Apple Authorised Reseller"), or your Payment Plan Provider.

3. What is Covered?

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

Hardware Service is provided 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, that the capacity of the Covered Device's battery to hold an electrical charge is less than eighty percent (80%) of its original specifications. See Section 3.3 for Hardware Service fulfillment details.

Hardware Service for iPad Input Devices is limited to one iPad Input Device used with your covered iPad and/or the replacement iPad Input Device provided to you by Apple under Section 3 that is used with your covered iPad.

Exclusions to Hardware Service coverage under this Plan apply as described in Section 4.

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

ADH Service is provided 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 (e.g., drops and damage caused by liquid contact) ("ADH"). The damage must affect the functionality of your Covered Device. See Section 3.3 for ADH Service fulfillment details.

Exclusions to ADH Service coverage under this Plan apply as described in Section 4.

3.3 Fulfillment of Hardware Coverage and ADH Services

If during the Plan Term you submit a valid claim for Hardware Service or a valid claim for ADH Service, Apple will, at its discretion, 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 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.

If repair or replacement under (i) and (ii) are not possible or available, Insurer will reimburse you with Apple store credit, an Apple gift card, or cash in the amount equal to Apple's current retail price for the Covered Device (or, if Apple does not currently sell the Covered Device model, the retail price at which Apple last sold the Covered Device model), or the amount paid for the Covered Device as shown on the original proof of purchase, whichever is greater. In the event a reimbursement is made, the original Covered Device will become Apple's property, and your Plan will automatically cancel as you are no longer in possession of the Covered Device.

Service for ADH is subject to your payment of the service fee described below. Each ADH Service you receive is a "Service Event," subject to the service fees described below.

If Apple exchanges the Covered Device, all replacement products provided under this Plan will have the same or substantially similar features (e.g., a different model, or the same model in a different colour, with the same or enhanced technological features or capabilities) as the original Covered Device, or at Apple's option, the replacement product will be the same or more recent model but with different technological or functional features or capabilities as the original Covered Device. If Apple exchanges the Covered Device, the original product becomes Apple's property and the replacement product is your property with coverage effective for the remainder of the Plan Term. For any Covered Device, replacement accessories other than Apple Watch bands (e.g., AirPods Max cushions, etc.) may differ in material and colour, subject to availability. For covered Apple Watch bands, regardless of the band that was supplied in the same box as the covered Apple Watch, your replacement band will be an Apple-branded band in a style, material, and colour that is subject to Apple's discretion.

Apple may use 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.

Exclusions apply as described below.

3.4 Service Fees and Service Events

Each time you receive services for ADH is a "Service Event," subject to the Service Event fees described below. 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 4 for exclusions on provision of ADH Service.

The following service fees apply to each Service Event:

AirPods:	NZ$49
Apple TV:	NZ$25
Apple Watch (excluding Ultra, Edition):	NZ$119
Apple Watch Ultra:	NZ$139
Apple Watch Edition:	NZ$139
Beats:	NZ$49
HomePod:	NZ$69
HomePod mini:	NZ$25
iPad:	
iPad Input Device:	
Apple Pencil:	NZ$49
Apple Pencil Pro:	NZ$49
Apple-branded iPad keyboard:	NZ$49
Screen-Only Damage (iPad Air 11" (M4, M3, M2), iPad Air 13" (M4, M3, M2), iPad Pro 11" (M5, M4), iPad Pro 13" (M5, M4), iPad (A16), iPad mini (A17 Pro) models only):	NZ$49

Other Accidental Damage (iPad Air 11” (M4, M3, M2), iPad Air 13” (M4, M3, M2), iPad Pro 11” (M5, M4), iPad Pro 13” (M5, M4), iPad (A16), iPad mini (A17 Pro)):	NZ$169
Other Accidental Damage (all other models):	NZ$75
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

**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 Event fee, even if both your iPad and an iPad Input Device are damaged at the same time. ADH Service for iPad Input Devices is limited to one iPad Input Device and/or the replacement iPad Input Device provided to you by Apple under Section 3 of this Plan that is used with your covered iPad.

For all iPad Screen-Only Damage claims, the iPad Screen-Only Damage Service Event fee specified above will apply to the ADH Service. The Covered Device must have no additional damage other than to the screen, including, but not limited to, a bent or dented enclosure, that would prevent Apple from replacing the screen on the Covered Device. Covered Devices with additional damage will be charged as iPad Other Accidental Damage for the ADH Service.

If you elect to use Express Replacement Service (“ERS”) for an iPad Screen-Only Accidental Damage claim, your claim will be charged as iPad Other Accidental Damage.

iPad Screen-Only Damage repairs and Service Event fees are only applicable to the iPad models specified in the Service Event fee table above.

For iPhone Screen-Only **or** Back Glass-Only Damage Service Events, either the iPhone Screen-Only or Back Glass-Only Damage Service Event fee will apply to each Service Event. The Covered Device must have no additional damage other than to the screen or back glass, 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

For iPhone Screen-Only **and** Back Glass-Only Damage, both the iPhone Screen-Only and Back Glass-Only Service Event fees will apply to each Service Event. The Covered Device must have no additional damage other than to the screen and back glass, 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. Covered Devices with additional damage will be charged as iPhone Other Accidental Damage.

You may elect to use Express Replacement Service (“ERS”) for an iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen-Only and Back Glass-Only Accidental Damage claim, but your claim will be charged the iPhone Other Accidental Damage Service Event fee.

Back Glass-Only Damage repairs are not available on devices other than iPhones. Back Glass-Only Damage repair is not available on iPhone SE and iPhone models released prior to iPhone 12.

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/ and select the appropriate device and location in which you seek service to view the applicable terms and fees.

3.5 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").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.

4. What is not Covered?

4.1 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, including third-party parts or accessories used with the Covered Equipment;
(g) to repair damage to a product that is not Covered Equipment;
(h) 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 authorised representative of Apple;
(i) to repair pre-existing conditions of the Covered Equipment if you purchased the Plan after you purchased the Covered Equipment;
(j) to repair any damage to Covered Equipment with a serial number that has been altered, defaced or removed;
(k) to repair damages caused by fire, earthquake or other external causes;
(l) to repair damage to any Apple Watch band which is not Covered Equipment;
(m) 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 unauthorised access or unauthorised use of such system, a denial-of-service attack, or receipt or transmission of malicious code;
(n) 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 unauthorised access or unauthorised use of such data, a denial-of-service attack, or receipt or transmission of malicious code;
(o) to cover any incidental, indirect, special or consequential loss or any damage arising out of or in connection

with the performance of or use with the Covered Equipment;

(p) if you are seeking service for a device under this Plan for a commercial purpose in furtherance of your own financial gain, including if you have sold, transferred, subcontracted, delegated, or assigned any of your rights under this Plan (except as provided under Section 10 of this Plan).

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-authorised 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 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 unauthorised access or unauthorised 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 unauthorised access or unauthorised 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.

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 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.

Apple will provide Hardware or ADH Service 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 authorised 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. 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 authorisation 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 authorisation, 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 authorised 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.

You may elect to use ERS for iPhone Screen-Only, iPhone Back Glass-Only, or iPhone Screen and Back Glass Damage ADH Service Events, but these services are subject to the iPhone Other Accidental Damage Service Event fee set out in the table in Section 3.4 as a replacement item of Covered Equipment will be provided to you.

You may elect to use ERS for iPad Screen-Only Damage claims, but these will be subject to the iPad Other Damage (iPad Air 11” (M4, M3, M2), iPad Air 13” (M4, M3, M2), iPad Pro 11” (M5, M4), iPad Pro 13” (M5, M4), iPad (A16), iPad mini (A17 Pro)) Service Event fee specified in Section 3.4 as a replacement item of Covered Equipment will be provided to you.

ERS is not available for iPod.

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 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.

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 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.

9. Cancellation

9.1 Your Cancellation Rights

Regardless of your Plan type, you may cancel this Plan at any time for any reason effective immediately and may be entitled to a refund as described below.

9.2 How to Cancel

(a) Cancellation with Return of Covered Equipment:

To cancel this Plan with the return of your Covered Equipment, (with the exception of trade-ins addressed in Section 9.6) as permitted by the original sales channel's return policy, you must return your Covered Equipment through the original sales channel (whether an Apple Authorised Reseller or Apple). You (or the financing entity, in the event your Plan was financed) will receive a full Plan refund. If you purchased the Covered Equipment from an Apple Authorised Reseller, you may need to contact Apple as stated below to cancel the Plan. If you did not purchase this Plan from the same sales channel where you purchased the Covered Equipment, you may need to contact Apple to cancel this Plan.

(b) Cancellation of Plans Purchased from Apple Authorised Resellers:

(1) If you purchased this Fixed-Term Plan from an Apple Authorised Reseller and cancel within thirty (30) days of purchase of the Plan, you may need to cancel the Plan via the Apple Authorised Reseller.

(2) If you purchased this Fixed-Term Plan from an Apple Authorised Reseller and cancel more than thirty (30) days after the purchase of the Plan, you may:

(A) Call Apple at 0800 1 27753; or

(B) Send written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. Your Plan will be cancelled upon receipt of written notice.

If sending written notice to cancel your Fixed-Term Plan, please provide your Covered Device's serial number, your Plan Agreement Number, your Plan's original proof of purchase, and contact information.

(3) If you purchased a Monthly Plan from an Apple Authorised Reseller, contact that Apple Authorised Reseller to cancel your Plan.

(c) Cancellation of Monthly Plans Purchased from Apple:

(1) To cancel effective immediately:

(A) Call Apple at 0800 1 27753; or

(B) Send written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. Your Plan will be cancelled upon receipt of written notice.

If sending written notice to cancel your Monthly Plan, please provide your Covered Device's serial number, your Plan Agreement Number, your Plan's original proof of purchase, and contact information.

(2) You may turn off your next Monthly Plan renewal through (i) your billing platform or, if available, (ii) by going to support.apple.com/HT202039 on your Covered Device and selecting "Cancel a subscription," in which case cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid, unless local law provides otherwise. Your Monthly 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 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 no cancellation refund will be provided.

(d) Cancellation of Fixed-Term Plans Purchased from Apple:

To cancel a Fixed-Term Plan that you purchased from Apple, you may:

(1) If available and only if the Fixed-Term Plan was purchased from Apple, follow the steps in the Apple Support app, which can be downloaded through the App Store. If you do not see your Plan when you try to cancel it, you may need to finish setting up your Apple Account. For further assistance, please refer to support.apple.com/en-nz/118218;

(2) If available and only if the Fixed-Term Plan was purchased from Apple, go to getsupport.apple.com/products, select "Hardware Coverage" and "Cancel an AppleCare Plan," and follow the instructions;

(3) Call Apple at 0800 1 27753; or

(4) Send written notice to AppleCare Administration, Apple Sales New Zealand at PO Box A2629, Sydney South, NSW 1235. Your Plan will be cancelled upon receipt of written notice.

If sending written notice to cancel your Fixed-Term Plan, please provide your Covered Device's serial number, your Plan Agreement Number, and contact information.

9.3 Refunds for Monthly Plans

If you cancel a Monthly Plan, not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a Monthly Plan within fourteen (14) days of the date of initial purchase or each renewal of your Plan, you will receive a full refund.

(2) If you cancel a Monthly Plan more than fourteen (14) 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 Monthly 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 being due to you.

As set forth above, if you turn off your next Monthly Plan renewal, cancellation will be deferred until midnight on the last day of the month for which your last monthly payment was paid. Your Monthly Plan will remain active until the end of that month at which point it will be cancelled and no cancellation refund will be provided.

9.4 Refunds for Fixed-Term Plans

If you cancel a Fixed-Term Plan in accordance with Section 9.1, and not in connection with the return of your Covered Equipment, you may be entitled to a refund which will be calculated on the following basis:

(1) If you cancel a 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.

(2) If you cancel a 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 being due to you.

If your Fixed-Term Plan is financed through a Payment Plan Provider, contact Apple or your Payment Plan 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.

9.5 Apple's Cancellation Rights

If your Payment Source cannot be charged for any reason for amounts due, including for any Monthly 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) immediately and without prior notice for fraud or material misrepresentation, or if you have used this Plan for commercial purposes in furtherance of your own financial gain, and may demand immediate payment of the cost of all services provided to you and no refund of any kind will be issued.

Unless local law provides otherwise, Apple may cancel this Plan if service parts for the Covered Equipment are not available, or if Apple is no longer able to service your Covered Equipment, 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.

9.6. Cancellation Upon Authorised Trade-In

For Monthly Plans, if you trade-in your Covered Equipment to Apple or an Apple Authorised Reseller as part of an Apple authorised trade-in program, that trade-in will be deemed an expression of your intent to cancel your Monthly Plan and it will be cancelled consistent with Section 9.3.

9.7. 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 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. Monthly 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 Monthly 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 monthly 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 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 unauthorised 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. 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. If you wish to have access to the information that Apple holds concerning you or if you want to make changes, access account.apple.com/nz/ to update your personal contact preferences or you may contact Apple at 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 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) 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 7, 21 Queen Street, P.O. Box 1745, Auckland, 1140, New Zealand, an insurance company authorised to carry on general insurance business in New Zealand (as "Insurer").

(n) AIG Insurance New Zealand Limited underwrites the insurance and has an A (Strong) insurer financial strength rating given by Standard and Poor's (Australia) Pty Ltd. The rating cale in summary form is: AAA Extremely Strong, AA Very Strong, A Strong, BBB Good, BB Marginal, B Weak, CCC Very Weak, CC Extremely Weak, SD Selective Default, D Default, R Regulatory Action, NR Not Rated. The rating from 'AA' to 'CCC' may be modified by the addition of a plus (+) or minus (-) sign to show relative standing within the major rating categories. A full description of the rating scale is available on Standard & Poor's website.

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

(p) 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 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.

(q) 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 New Zealand, the European Union, United Kingdom or United States of America.

(r) 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.

Telephone Numbers

See support.apple.com/HT201232 for local telephone numbers.

* Telephone numbers and hours of operation may vary and are subject to change. Toll-free numbers are not available in all countries.

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