## easyauto123

# Best Car Price Guarantee Terms and Conditions.



### 1. BEST CAR PRICE GUARANTEE DEFINITION

At easyauto123, it is our intention to always advertise our cars at the best price in the market. However, we understand that it may be the case that you have found a better price on a comparable car elsewhere. If you find a lower price on a comparable car, let us know and if we agree, we will beat that price.

## 2. FOUND IT FOR LESS? CLAIMING IS QUICK AND EASY

- Talk to an easyauto123 team member for help with your price match request. Please tell us about the lower price car that you want easyauto123 to price match.
- 2. easyauto123 will review and verify the price match request.
- The best way to show proof of price is to bring in the Authorised Licensed Motor Dealer's current ad or notify us of the website address of the designated Authorised Licensed Motor Dealer.
- 4. Once we agree and verify the price match request, and we are satisfied that there is a comparable car that meets the terms and conditions outlined within this document, then we will beat the price of the comparable car.
- 5. Our price match guarantee is valid for a period of 24 hours. After such time, a new price match request is required.

### 3. GENERAL

The easyauto123 Best Car Price Guarantee ("Guarantee") is offered by Easy Auto 123 PTY LTD (ABN 29 148 136 314) trading as easyauto123 ("we" or "us"), and this document sets out the terms and conditions ("Terms and Conditions") of the Guarantee. By seeking to take advantage of the Guarantee, the customer ("you") agrees to the Terms and Conditions.

## 4. THE BEST CAR PRICE GUARANTEE IS SUBJECT TO:

- A comparable car must be of the same condition, make, model (manufacturer model code will be used to determine model of car), fuel type, compliance, transmission, year of manufacture and additional features (ie. non-standard additional car features).
- A comparable car and its accessories must be in proper and safe condition and devoid of damage (including water, accident or hail).
- 3. A comparable car must be within 5000kms of the odometer reading of the advertised easyauto123 car.
- 4. A comparable car must be advertised and available for purchase from an Authorised Licensed Motor Dealer. An Authorised Licensed Motor Dealer is required to be legally registered with a current and active motor dealer license from any State or Territory in Australia. Not from a nonlicensed motor dealer; for example: friend, family, private seller or other independent 3rd party. easyauto123, reserves the right to make direct contact with the Authorised Licensed Motor Dealer to validate the offer.
- 5. A comparable car must be available and for purchase within a 100km radius of the advertised easyauto123 car.
- 6. All our advertised prices are subject to change without notice and are inclusive of GST. The price of a comparable car may be stated to be 'Drive Away No More to Pay' or 'Exclude Government Charges'. Such charges include, stamp duty and other government charges that may apply. easyauto123 reserves the right to confirm price features with the Authorised Licensed Motor Dealer selling the car.

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#### 5. EXCLUSIONS:

- easyauto123 reserves the right, in its sole discretion, to modify, alter, or otherwise update these Terms and Conditions, and/or to add, modify, restrict, suspend, discontinue, or cancel the Guarantee for any reason, and without notice or any liability to you.
- Claims under the Guarantee will not be accepted if, in our opinion:
  - a. the claim has occurred as the result of a printing, uploading or other error or is made fraudulently or in bad faith; or
  - b. a comparable car that is advertised by an Authorised Licensed Motor Dealer is the result of an error.
- 3. The Terms and Conditions that are in effect at the time of your request will determine your eligibility under the Guarantee. The interpretation of the Guarantee Terms and Conditions shall be at the sole discretion of easyauto123.
- 4. A comparable car is one that comes with 'clear title' and as such is not listed on the Personal Property Securities Register (PPSR). The PPSR tells us if a car has a security interest attached to it. A security interest means there could be money owing on the car or that the registered owner may not own the vehicle outright. If you buy a vehicle with a security interest registered against it, action can be taken to repossess it, even though the debt is not yours.
- 5. A comparable car is one that is not listed under the Written-Off Vehicle Register (WOVR). The WOVR is a nationally coordinated database of vehicles that have been assessed as written-off.
- All our usual terms and conditions of sale will apply to any purchase of a car pursuant to the Guarantee. You can request a copy of these if you wish.

### 6. JURISDICTION

These Terms and Conditions are governed by the laws of the State in which we offer to provide the services or sell the goods to you. Each party submits to the non-exclusive jurisdiction of the courts of that State in connection with matters concerning these Terms and Conditions.