

## **BYD DOLPHIN - Two Years Free Servicing Offer TERMS & CONDITIONS**

### **1. Promoter**

The promoter of the servicing offer described in these terms and conditions (“Offer”) is BYD UK

### **2. Eligibility**

The Offer is only open to private retail customers who are legal residents of the UK and at least 18 years old when taking advantage of the Offer (“Eligible Customer”).

### **3. Qualifying Purchases**

The Offer is only available on brand-new BYD DOLPHIN ordered from a participating BYD retailer between 16<sup>th</sup> February 2024 and 31<sup>st</sup> March 2024 and for vehicles registered by 31<sup>st</sup> March 2024 (inclusive) (“Qualifying Purchase”).

The following exclusions apply to this Offer:

Purchases made through a discount scheme or arrangement (such as Motability or an employee scheme) or are excluded from the Offer; and vehicles financed through Personal Contract Hire or Business Contract Hire are excluded from the Offer.

There is no limit on the number of times an Eligible Customer can use the Offer. For example, if an Eligible Customer makes multiple Qualifying Purchases. In that case, the Eligible Customer will be entitled to benefit from the Offer for each Qualifying Purchase, subject to these terms and conditions.

All vehicles are subject to availability.

### **4. Details of the Offer**

Eligible Customers who make a Qualifying Purchase will be entitled to two routine manufacturer services for the purchased vehicle comprising the service elements set out in the Owners Handbook for the relevant vehicle (each a “Service”).

The Service can be completed by any authorised BYD retailer or service partner, and does not have to be completed at the retailer where the Qualifying purchase was made.

Each Service is limited to the service elements, labour and parts expressly set out in the Owners Handbook for the relevant vehicle. Any additional labour and parts that may be required will be subject to additional charges. This may apply, for example, where the Service identifies other maintenance work that may be required or recommended. The cost of any additional labour and/or parts will be agreed with you in advance.

An authorised BYD retailer or service partner must conduct each Service.

Each Service must be conducted in accordance with the recommended service intervals applicable to the relevant vehicle, as specified in the vehicle’s user manual. You are solely responsible for making yourself aware of the applicable service intervals. No reminders will be sent.

The second Service must be completed within two years of the date of registration of the relevant vehicle or, if earlier, before the vehicle reaches 24,855 miles. If the second Service is not undertaken within this time period, the right to the second Service will be forfeited

The Offer and the benefits provided by the Offer are non-transferable, non-refundable and non-exchangeable (in whole or in part) and no cash alternative is available. In particular, only the Eligible

Customer who made the original Qualifying Purchase can use the Offer and the benefits of the Offer cannot be transferred to subsequent registered owners of the vehicle or to any other vehicle.

Where a vehicle has been purchased using finance, the Eligible Customer must be up to date on all finance payments when the Service is booked.

The Offer cannot be used in conjunction with any other offer, promotion or discount unless otherwise expressly stated

## **5. Liability**

1. Nothing in these terms and conditions limits or excludes any person's liability for death or personal injury caused by their negligence, or for fraud or for any other matter for which liability cannot be limited or excluded under applicable law. In particular, consumers have legal rights in relation to products that are faulty or not as described and services which are not performed with reasonable care and skill and these legal rights are in addition to and are not affected in any way by anything contained in these terms and conditions.

2. Subject to the above paragraph, BYD and its associated companies and agents and any other third parties connected with the Offer shall not be responsible for (and shall have no liability in connection with):

any loss or damage caused by any person who is not acting on their behalf or under their direct instructions.

any loss or damage resulting from the Eligible Customer taking up and using any third-party product or service.

any loss or damage caused by any event or circumstance beyond their reasonable control; or

any business losses, including loss of profits or revenue, loss of anticipated savings.

or loss of goodwill.