



MG Motor Australia - Motor Vehicle Service and Repair Information Sharing Scheme

Privacy Statement for Collection of Personal Information Under the Motor Vehicle Service and Repair Information Sharing Scheme

1. Introduction

SAIC Motor Australia Pty Ltd ABN 30 608 096 519 trading as MG Motor Australia (hereinafter referred to as "we," "us," or "our") is committed to protecting your privacy and complying with the Privacy Act 1988 (Cth) and other applicable privacy laws in Australia. This Privacy Statement explains how we handle your personal information in accordance with the **Motor Vehicle Service and Repair Information Sharing Scheme** ("the Scheme").

2. Purpose of Collection

We collect personal information for the purpose of providing technical information and services required under the Scheme, which aims to ensure that motor vehicle service and repair information is accessible to all businesses involved in the servicing and repair of motor vehicles. Specifically, this information is used to:

- provide technical service and repair information to repairers or training organisations;
- enable repairs to be carried out safely and effectively; and
- fulfill reporting requirements under the Scheme.

Our collection of personal information is required or authorised under the Scheme which is established under the Competition and Consumer Act 2010 (Cth).

We will be unable to provide you with access to the technical information or otherwise provide you with assistance under the Scheme if you do not provide some or all of the personal information requested.

3. Types of Information We Collect

The information we may collect includes:

- **Contact Information:** Name, business name, phone number, email address;
- **Identification Information:** Drivers Licence details, Certificate / Qualification and Police Clearance;
- **Business Information:** Business address, licence numbers, relevant certifications;
- **Vehicle Information:** Vehicle identification details, including make, model, and VIN (Vehicle Identification Number).



We may collect this information directly from you, or from third parties as permitted under the Scheme.

4. How We Use Your Personal Information

We may use your personal information for the following purposes:

- To provide you with access to technical information related to motor vehicle service and repair.
- To maintain and update our records to ensure accuracy in service delivery.
- To comply with any reporting or regulatory obligations related to the Scheme.
- To communicate with you regarding your access to and use of our services.

5. Disclosure of Personal Information

Subject to clause 6 below, we may disclose your personal information to:

- Government authorities or regulatory bodies as required by law or to comply with the Scheme;
- service providers or contractors who assist in delivering our services;
- third parties as required under the Scheme, ensuring that such disclosures comply with applicable laws; and/or
- certain of our related entities.

We will not disclose your personal information to any third parties for marketing or other purposes unrelated to the Scheme without your consent.

6. Overseas disclosure

Our related entities and some of our service providers (including information technology service providers) may be located overseas and, as a result but subject to the following paragraph, personal information collected and held by us may be transferred overseas. The countries in which these recipients may be located will vary from time to time, but may include China, the United States, the United Kingdom and Thailand.

If we collect any sensitive information (as defined in the Privacy Act) about you in connection with the Scheme (such as sensitive information included in a criminal records check), we will store it in Australia and not disclose it to any overseas recipients.

7. Data Security

We take reasonable steps to protect the personal information we collect from misuse, interference, loss, unauthorized access, modification, or disclosure. This includes implementing appropriate physical, technical, and administrative safeguards to protect your information.

8. Access and Correction of Personal Information

Our Privacy Policy (as published on [Automaker Information Links – Australian Automotive](#)



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[Service and Repair Authority](#)) contains information about how you may access your personal information held by us and seek correction of such information. It also contains information about how you may complain about a breach of the Australian Privacy Principles and how we will deal with such a complaint.

9. Retention of Personal Information

We will retain your personal information only for as long as necessary to fulfill the purposes outlined in this Privacy Statement or as required by law. Once it is no longer needed, we will take reasonable steps to securely delete or de-identify your information.

10. Contact Us

If you have any questions or concerns about this Privacy Statement or how we handle your personal information, please contact us at:

- **Contact Name:** The Manager, Technical Department
- **Email:** Ausr2renquiries@smil.com



Terms and Conditions for Access to Technical Information

Effective Date: 1st November, 2025.

1. Introduction

These Terms and Conditions (the "Agreement") govern access to and use of the Technical Information provided by SAIC Motor Australia Pty Ltd ABN 30 608 096 519 trading as MG Motor Australia (the "Company") to the person or entity requesting access (the "Recipient"). By accessing the Information, the Recipient agrees to be bound by this Agreement.

2. Definitions

In this Agreement:

- any term given meaning by Part IVE of the Act has the same meaning in this Agreement unless otherwise defined in this Agreement;
- **Act** means the Competition and Consumer Act 2010 (Cth);
- **Company Group** means the Company and any related body corporate;
- **Fees** means the fees for access to the Technical Information specified in the platform / Information Access Request Form [for the level and duration of access selected by the Recipient];
- **Intellectual Property Rights** means any and all present and future intellectual property rights, whether registered or not, including without limitation copyright, patents, designs, trade marks, rights in circuit layouts, and the right to have confidential information kept confidential, together with any application for or right to seek or obtain registration of any of those rights;
- **Motor Vehicle Service and Repair Information Sharing Scheme** or **MVIS** means the scheme established under Part IVE of the Act;
- **Purpose** has the meaning given in clause 3;
- **Subscription Details** means the specific details of, and conditions governing, the Recipient's access to the Technical Information, such as the duration of that access and the kind of Technical Information made available, which will be as agreed by the parties and specified in the platform / Information Access Request Form;
- **Technical Information** means all information, documents, data, drawings, software, or any other materials made available to the Recipient under this Agreement and/or the MVIS, including but not limited to proprietary technologies, product specifications, schematics, designs, and Intellectual Property Rights; and



- **Vehicle** means a "scheme vehicle" as defined in Part IVE of the Act imported or manufactured by the Company Group and/or lawfully bearing any trade marks of the Company Group (including "MG").

3. Grant of Access

In consideration of the Recipient's payment of the Fees to the Company, the Company grants the Recipient access to the Technical Information in accordance with this Agreement and the Subscription Details which may be on a daily, weekly, monthly or yearly basis. The Recipient agrees to the Subscription Details. Access packages are non-refundable, for change of mind.

4. Purpose of Access

The Recipient is provided access to the Technical Information solely for the purposes of diagnosing faults with, servicing, repairing, modifying or dismantling Vehicles, or as otherwise permitted under the Motor Vehicle Service and Repair Information Sharing Scheme ("Purpose"). Access to the Technical Information is strictly limited to what is necessary for the Purpose.

5. Terms

For the avoidance of doubt, nothing in this Agreement:

- requires the Recipient to acquire one or more services or products from the Company or any other person; or
- allows the Company to unilaterally increase, after the Agreement is made, the price for the supply of the Technical Information under this Agreement.

6. Restrictions on Use

The Recipient agrees that:

- the Technical Information must only be used for the Purpose;
- the Technical Information must not be disclosed, shared, reproduced, published, transmitted or otherwise disseminated to any third party without the prior written consent of the Company;
- the Technical Information must not be used to develop any product, service, or process that competes with those of the Company Group; and
- the Recipient must take all necessary precautions to protect the confidentiality and integrity of the Technical Information, including safeguarding it from unauthorised access, loss, use and disclosure.

7. Warranties

- If the Technical Information includes safety and security information, the Recipient declares and warrants that:



- the safety and security information is solely for use by an individual or individuals for the purposes of the Recipient's business or providing an RTO course (as applicable); and
- the individual is a fit and proper person to access and use the safety and security information.
- If the Technical Information includes security information, the Recipient declares and warrants that the Recipient is authorised by the owner of the Vehicle to access and use the security information for that Vehicle.
- If the scheme rules prescribe a standard in relation to premises at which work is to be carried out on the Vehicles (being vehicles of the same make, model and year), the Recipient declares and warrants that the premises used by the Recipient comply with that standard.

8. Intellectual Property

- All rights, title and interest in and to the Technical Information and Intellectual Property Rights remains with the Company Group, and the Company Group does not transfer or assign, or grant any ownership rights in respect of, any Technical Information or Intellectual Property Rights to the Recipient under this Agreement or otherwise.
- Nothing in this Agreement grants the Recipient any right, title or interest in the Technical Information or Intellectual Property, except for the limited rights to access and use the Technical Information provided under this Agreement.
- The Company grants the Recipient a non-transferrable, non-exclusive licence, without the right to sublicense, to use the Technical Information solely for the Purpose.
- The Recipient may not modify the Technical Information.

9. Confidentiality

The Recipient agrees to maintain the confidentiality of the Technical Information and to ensure that any employees, agents or contractors of the Recipient who have access to the Technical Information comply with the terms of this Agreement as if they were named as the Recipient. These confidentiality obligations continue after the termination of this Agreement.

10. Disclaimers

- Nothing in this Agreement operates to exclude, limit or otherwise modify the application of any statute (including the Act) where to do so would breach that statute or cause any part of this Agreement to be void.



- The Company provides the Technical Information on an "as is" basis. The Company makes no representations, warranties or guarantees, express or implied, regarding the accuracy, completeness, or reliability of the Technical Information.
- The Company shall not be liable for any damages, losses, or costs incurred by the Recipient or any third party resulting from the use of or reliance on the Technical Information.

11. Termination of Access

- The Company may terminate the Recipient's access to the Technical Information immediately at any time if the Recipient breaches this Agreement, breaches the law, or becomes subject to any form of insolvency event.
- Upon termination of this Agreement, the Recipient must immediately cease all use of the Technical Information and return or destroy all copies of the Technical Information in its possession or control.

12. Indemnity

The Recipient agrees to indemnify, defend, and hold harmless the Company from and against any losses, damages, liabilities, claims, or expenses (including legal fees) arising out of the Recipient's breach of this Agreement, use or misuse of the Technical Information, or negligence or wilful misconduct.

13. General Provisions

- **Notices:** A notice, demand, consent, approval or communication under this Agreement ("Notice") must be in writing, legible and in English, addressed to the recipient, and hand delivered or sent by prepaid post or email to the recipient, and a Notice given in this way takes effect when received (or at a later time specified in it), and is taken to be received:
 - if hand delivered, on delivery;
 - if sent by prepaid post, four business days after the date of posting; or
 - if transmitted by email, on the day of transmission, provided that the sender does not receive an automated notice generated by an email server indicating that the email was not delivered,

but if the delivery, receipt or transmission is not on a business day or is after 5pm on a business day, the Notice is taken to be received at 9am on the following business day.

- **Entire Agreement:** This Agreement constitutes the entire agreement between the parties regarding access to the Technical Information and supersedes all prior agreements or understandings.



- **Amendments:** Any amendments to this Agreement must be made in writing and signed by both parties.
- **Severability:** If any provision of this Agreement is found to be invalid or unenforceable under applicable law (including if it is deemed unfair or unenforceable under the Act), it will be severed from the Agreement while the rest of the Agreement will remain in full effect.
- **Assignment:** The Recipient may not assign, sub-contract or transfer this Agreement or any rights or obligations under it in whole or in part without the prior written consent of the Company. The Company may assign its interest in this Agreement, or require the novation of this Agreement, to a person who assumes all of the Company's obligations under this Agreement by written notice to the Customer, upon receipt of which the Customer must execute any documentation required by the Company to effect such assignment or novation.
- **Subcontracting:** The Company may subcontract or otherwise arrange for another person to perform or discharge any of its obligations under this Agreement without notice to the Customer.
- **Waiver:** A single or partial exercise or waiver by a party of a right relating to this Agreement does not prevent any other exercise of that right or the exercise of any other right.
- **Force Majeure:** The Customer acknowledges and agrees that the Company will not be liable or in breach of any obligations to the Customer if the Company is prevented from or delayed performing its obligations due to circumstances beyond its reasonable control. If such circumstances prevent or delay performance for a continuous period in excess of 30 days, either party may give 7 days' notice in writing to the other to terminate this Agreement.
- **ACL:** Nothing in this Agreement excludes, limits or otherwise modifies any non-excludable rights arising under the Australian Consumer Law.
- **Governing Law:** This Agreement is governed by and is to be construed in accordance with the laws applicable in New South Wales, Australia. Each party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts of New South Wales, Australia and any courts which have jurisdiction to hear appeals from those courts and waives any right to object to any proceedings being brought in those courts.



Take Charge

By signing below, the Recipient acknowledges and agrees to these Terms and Conditions:

Recipient's Name:

Signature:

Date:

End of Document