BMW ConnectedDrive Terms and Conditions.

This document contains the terms and conditions for BMW ConnectedDrive services and details of the data processing that will take place for each BMW ConnectedDrive service.

General information and data controllers

BMW (UK) Ltd, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") provides the customer with certain vehicle-related information and assistance functions (hereinafter called "Services") under the name of "BMW ConnectedDrive". BMW collects, stores or processes car-related data in compliance with applicable law and only to the extent necessary to provide the Services. BMW does not collect, store or process personal data in course of the Services – except where this is explicitly stated in the following description of the individual Services. In the case of Services that require personal data to be collected, stored and processed so that such Services can actually be provided, BMW informs customers of this in advance by providing this data protection notice The Services are provided by means of a SIM card installed in the vehicle.

Privacy policy (data collection and storage)

Introduction.

This is the privacy policy of BMW (UK) Limited.

We may update this privacy policy from time to time by publishing the amended version on our websites.

This privacy policy applies to personal information we hold about individuals. It does not apply to information we hold about companies and other organisations, nor to the use of your information by the providers of BMW insurance products. Details of their use of your information will be provided to you in the relevant product information.

We take the privacy of your personal information very seriously and will only use your personal information in accordance with the current data protection law in the UK and this privacy policy.

How do we receive your information?

We may receive information about you:

- when you contact us directly, normally via our website or our Customer Service teams, whether to apply for one of our products or services or to make an enquiry or other request,
- from our network of authorised BMW i sales agents,
- from our network of authorised BMW, MINI and BMW Motorrad Centres,
- from our other Group Companies and our carefully selected business partners who provide products and services under one of our brands, and
- occasionally from other third parties who may lawfully pass to us information about you.

Using your information.

We will use your information (which we receive from you or third parties or learn from the way you use our products or services) for a variety of purposes, including:

- to provide or manage any information, products and services for which you have requested,

- to help us identify you when you contact us,
- for general administration purposes,
- to help us improve the quality of our products and services,
- to help us detect and prevent fraud and money laundering,
- to help us recover debts,
- to carry out analysis and customer profiling, and
- to identify other products and services which might be of interest to you and to inform you about our products and services (please see below).

We may share your information for any of these purposes with:

- our other Group Companies in the UK and abroad,
- our authorised BMW i sales agents,
- our authorised BMW, MINI and BMW Motorrad Centres,
- our carefully selected business partners who provide products and services under one of our brands, and
- our service providers and agents who perform services on our behalf, such as credit card processors and data management firms.

We do not share your data with any third parties, with the exception of:

- when we have been asked to provide information for legal or regulatory purposes,
- when we are progressing existing or future legal proceedings,
- when we are selling one or more of our businesses to someone to whom we may transfer our rights under any customer agreement we have with you,
- when we are preventing fraud/loss, for example when we may transfer your data to Fraud Prevention Agencies.

If one of these organisations is outside of the European Economic Area we will make sure they agree to apply the same level of protection of your information as we are required to apply in the UK.

Our website.

We try to keep our website secure. However we ask you to recognise that when providing your information to us through our website or when you send us or ask us to send you any of your confidential information by email, that the internet and email communications over the internet may not be secure. We cannot be responsible for any loss or unauthorised interception of information transmitted via the internet which is beyond our control.

Our website may contain links to other websites outside of the BMW Group. Our privacy policy only applies to our website. We are not responsible for the content, privacy or security of other websites.

Providing information to us.

If you give us information on behalf of someone else, you confirm to us that you have their permission to do so and that they are aware of the contents of this privacy policy and do not have any objection to our processing their information in accordance with this policy.

You are responsible for informing us of any change in your details, such as a change of address. You have a right to ask us to correct any inaccuracies in the information we hold about you.

You have a right to ask what information we hold about you. We will charge you a small fee for this (the statutory fee is currently £10).

You may contact us at the address below for these purposes.

If you are under 16 please do not provide us with any personal information unless you have the permission of your parent or guardian to do so.

Telephone calls to us may be recorded and/or monitored for training purposes.

Contact us.

You can contact us in relation to this privacy policy by writing to us at BMW Customer Information Centre, Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB.

BMW ConnectedDrive Store

General information

At the Internet addresses www.bmw.co.uk/connecteddrive and www.bmw-connecteddrive.co.uk, BMW (UK) Ltd provides the Customer with functions including the BMW ConnectedDrive Portal ("My BMW ConnectedDrive") in accordance with the "General Terms and Conditions of Business and Use for the ConnectedDrive Portal" accessible at www.bmw.co.uk/connecteddrive-information.

Depending on the availability and equipment of the vehicle concerned, the Customer may obtain chargeable or free-of-charge Services both via the user interface within the vehicle or in "My BMW ConnectedDrive" in the "BMW ConnectedDrive Store" section.

BMW provides the Customer with the "BMW ConnectedDrive Store" in accordance with these Terms and Conditions of Business and Use for the BMW ConnectedDrive Store. The current version of these Terms and Conditions of Business and Use may be viewed, saved and printed out on the Internet page www.bmw.co.uk/connecteddrive-information.

The obtaining of chargeable or free-of-charge Services in the "BMW ConnectedDrive Store" is subject to the conclusion of a BMW ConnectedDrive contract (in accordance with the BMW ConnectedDrive T&C), the Customer's registration in "My BMW ConnectedDrive", a link between the Customer's vehicle and user account as well as the provision of valid address and payment data.

Ordering services via the "BMW ConnectedDrive Store"

The items offered by the "BMW ConnectedDrive Store" are directed towards customers in the United Kingdom.

Offer and conclusion of contract when ordering Services via the "BMW ConnectedDrive Store".

BMW offers the Customer Services via the "BMW ConnectedDrive Store" and submits a binding offer for them, which the Customer who has registered in the "BMW ConnectedDrive Store" can accept at the fixed price indicated. Details on the respective Service and its lifetime are set out in the available Service Description as contained in the "BMW ConnectedDrive Store" and additionally in accordance with the Service Description mentioned in clause **Error! Reference source not found.**. The obligatory ordering of a Service takes place in the case of chargeable Services as soon as the Customer clicks on the button "order now with obligation to pay", and in the case of free-of-charge Services on the button "book now".

The Customer can correct any input errors by aborting the process and starting again prior to ordering the respective Service.

After completion of the ordering process, the Customer receives an e-mail confirmation (sent to the email address associated with the Customer's account on the BMW ConnectedDrive Portal) that the contract has been concluded for the ordered Service, the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store.

The text of the contract sent to the Customer is not stored separately by BMW and can no longer be retrieved or viewed via My BMW ConnectedDrive after conclusion of the contract.

Ordering procedure in the vehicle

Step 1: Initiating online orders in the vehicle

In the "ConnectedDrive Store" section of the user interface in the vehicle, the Customer can obtain information on the Services currently provided (including lifetimes and prices) as part of BMW ConnectedDrive. The Customer can then select a Service. The order is initiated by the Customer starting the online ordering process by means of the button "Next".

Step 2: Customer status

Provided the Customer has already registered with "My BMW ConnectedDrive" and has entered his/her address and payment information, the Customer only has to enter his/her name and password in the following page. Clicking on the "OK" button takes the Customer directly to Step 3.

If the Customer has not yet registered with "My BMW ConnectedDrive" and/or has not yet entered any valid address and payment information, the Customer first has to do this on "My BMW ConnectedDrive" in the "Administration" section before the Customer can place an order.

Step 3: Order overview

After the Customer login, an overview page shows the complete order with all the relevant contractual data. The Customer has the option of aborting the order process by exiting the "BMW ConnectedDrive Store". If the Customer is in agreement with the order overview, the Customer can submit their binding order by clicking on the button "Order now with obligation to pay".

Step 4: Order information

After completion of the ordering process, the Customer also receives the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store by e-mail.

Ordering process in "My BMW ConnectedDrive"

Step 1: Start online order on "My BMW ConnectedDrive".

The Customer can obtain information on the Services offered by BMW ConnectedDrive (if appropriate with different lifetimes and prices) in the "Store" section on "My BMW ConnectedDrive". The Customer can then select a Service (if appropriate with lifetime and price). The order is initiated by the Customer starting the online order process for the Service with the selected lifetime by means of the button "book now".

Step 2: Customer status

If the Customer has not yet registered on “My BMW ConnectedDrive” and/or has not yet entered any valid address and payment information, the Customer first has to do this before he/she can place an order.

Step 3: Order overview

Provided the Customer has registered with “My BMW ConnectedDrive” and has entered his/her valid address and payment information, the Customer proceeds directly to an overview page displaying the complete order with all relevant contractual data. The Customer has the option of aborting the order process by exiting the website. If the Customer is in agreement with the order overview, the Customer can submit their binding order by clicking on the button “order now with obligation to pay”.

If the Customer has not yet registered on “My BMW ConnectedDrive” and/or has not yet entered any valid address and payment information, the Customer first has to do this on “My BMW ConnectedDrive” in the “Administration” section before the Customer can place an order.

Step 4: Ordering information

After completion of the ordering process, the Customer also receives the text of the contract as well as the Terms and Conditions of Business and Use for the BMW ConnectedDrive Store by e-mail.

Payment

The prices indicated are in GBP and include value added tax.

The Customer can pay for chargeable Services by means of the payment options offered.

In the event of late payment by the Customer, BMW shall be entitled to discontinue or terminate provision of the affected Services, and in particular to deactivate the Customer’s entitlement to access the Services, until the Customer has settled the amounts due. Please note that this deactivation may also affect the function of the Service “Intelligent Emergency Call”.

Provision and activation of the Services

After the Customer has pressed the button “Order now with obligation to pay” or “Book now”, the Service will be ordered from BMW and forwarded for activation. An activation file is then sent to the vehicle and the Service is activated in the vehicle. This process generally takes a few minutes. However, if the data connection is interrupted, the process cannot be performed. In such cases, provision of the Service is delayed until transmission to the vehicle has been able to take place.

Right to cancel

If you are a consumer (acting for purposes which are mainly outside your trade, business, craft or profession), you have the right to cancel this contract within 14 days without giving any reason. The cancellation period will expire after 14 days from the day of the conclusion of the contract. To exercise the right to cancel, you must inform BMW (see details in clause 1) of your decision to cancel

this contract by a clear statement (e.g. a letter sent by post, fax or e-mail). You may use the below model cancellation form, but it is not obligatory. To meet the cancellation deadline, it is sufficient for you to send your communication concerning your exercise of the right to cancel before the cancellation period has expired.

Effects of cancellation

If you cancel this contract, we will reimburse to you all payments received from you for the terminated BMW ConnectedDrive Service. We will make the reimbursement without undue delay, and not later than 14 days after the day on which we are informed about your decision to cancel this contract. We will make the reimbursement using the same means of payment as you used for the initial transaction, unless you have expressly agreed otherwise; in any event, you will not incur any fees as a result of the reimbursement.

If you requested to begin the performance of services during the cancellation period, you shall pay us an amount which is in proportion to what has been performed until you have communicated us your cancellation from this contract, in comparison with the full coverage of the contract.

Cancellation form

To BMW (UK) Limited, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB.
Or by email to BMWConnectedDrive@bmwfin.co.uk.

I hereby give notice that I cancel my contract of the supply of the following BMW ConnectedDrive service.

BMW ConnectedDrive service:

Name of consumer:

Address:

Signature:

MINI Connected Terms and Conditions.

This document contains the terms and conditions for MINI Connected and details of the data processing that will take place for each MINI Connected service.

General information and data controllers

BMW (UK) Ltd, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as "BMW") provides the customer with certain vehicle-related information and assistance functions (hereinafter called "Services") under the name of "MINI Connected". BMW collects, stores or processes car-related data in compliance with applicable law and only to the extent necessary to provide the Services. BMW does not collect, store or process personal data in course of the Services – except where this is explicitly stated in the following description of the individual Services. In the case of Services that require personal data to be collected, stored and processed so that such Services can actually be provided, BMW informs customers of this in advance by providing this data protection notice The Services are provided by means of a SIM card installed in the vehicle.

Privacy policy (data collection and storage)

Introduction.

This is the privacy policy of BMW (UK) Limited.

We may update this privacy policy from time to time by publishing the amended version on our websites.

This privacy policy applies to personal information we hold about individuals. It does not apply to information we hold about companies and other organisations, nor to the use of your information by the providers of BMW insurance products. Details of their use of your information will be provided to you in the relevant product information.

We take the privacy of your personal information very seriously and will only use your personal information in accordance with the current data protection law in the UK and this privacy policy.

How do we receive your information?

We may receive information about you:

- when you contact us directly, normally via our website or our Customer Service teams, whether to apply for one of our products or services or to make an enquiry or other request,
- from our network of authorised BMW i sales agents,
- from our network of authorised BMW, MINI and BMW Motorrad Centres,
- from our other Group Companies and our carefully selected business partners who provide products and services under one of our brands, and
- occasionally from other third parties who may lawfully pass to us information about you.

Using your information.

We will use your information (which we receive from you or third parties or learn from the way you use our products or services) for a variety of purposes, including:

- to provide or manage any information, products and services for which you have requested,

- to help us identify you when you contact us,
- for general administration purposes,
- to help us improve the quality of our products and services,
- to help us detect and prevent fraud and money laundering,
- to help us recover debts,
- to carry out analysis and customer profiling, and
- to identify other products and services which might be of interest to you and to inform you about our products and services (please see below).

We may share your information for any of these purposes with:

- our other Group Companies in the UK and abroad,
- our authorised BMW i sales agents,
- our authorised BMW, MINI and BMW Motorrad Centres,
- our carefully selected business partners who provide products and services under one of our brands, and
- our service providers and agents who perform services on our behalf, such as credit card processors and data management firms.

We do not share your data with any third parties, with the exception of:

- when we have been asked to provide information for legal or regulatory purposes,
- when we are progressing existing or future legal proceedings,
- when we are selling one or more of our businesses to someone to whom we may transfer our rights under any customer agreement we have with you,
- when we are preventing fraud/loss, for example when we may transfer your data to Fraud Prevention Agencies.

If one of these organisations is outside of the European Economic Area we will make sure they agree to apply the same level of protection of your information as we are required to apply in the UK.

Our website.

We try to keep our website secure. However we ask you to recognise that when providing your information to us through our website or when you send us or ask us to send you any of your confidential information by email, that the internet and email communications over the internet may not be secure. We cannot be responsible for any loss or unauthorised interception of information transmitted via the internet which is beyond our control.

Our website may contain links to other websites outside of the BMW Group. Our privacy policy only applies to our website. We are not responsible for the content, privacy or security of other websites.

Providing information to us.

If you give us information on behalf of someone else, you confirm to us that you have their permission to do so and that they are aware of the contents of this privacy policy and do not have any objection to our processing their information in accordance with this policy.

You are responsible for informing us of any change in your details, such as a change of address. You have a right to ask us to correct any inaccuracies in the information we hold about you.

You have a right to ask what information we hold about you. We will charge you a small fee for this (the statutory fee is currently £10).

You may contact us at the address below for these purposes.

If you are under 16 please do not provide us with any personal information unless you have the permission of your parent or guardian to do so.

Telephone calls to us may be recorded and/or monitored for training purposes.

Contact us.

You can contact us in relation to this privacy policy by writing to us at BMW Customer Information Centre, Summit ONE, Summit Avenue, Farnborough, Hampshire GU14 0FB.

BMW/BMWi ConnectedDrive Services / MINI Connected Services

The following services or service bundles are available in United Kingdom. The service bundles may include different services depending on the technical capabilities / equipment of your vehicle. Click on the services to display further details.

- BMW; BMWi; Anonymous evaluation of sensor data and usage information for data quality enhancements and product development
- BMW; BMWi; MINI; Apple CarPlay® Preparation
- BMW; BMWi; MINI; Concierge Services
- BMW; BMWi; MINI; eDrive Services
- BMW; BMWi; MINI; Intelligent Emergency Call
- BMW; BMWi; MINI; My Info
- BMW; BMWi; MINI; Natural Voice Processing
- BMW; BMWi; MINI; Navigation Map Update
- BMW; BMWi; MINI; Online
- BMW; BMWi; MINI; Real Time Traffic Information
- BMW; BMWi; MINI; Remote Services
- BMW; BMWi; MINI; Teleservices
- BMW; BMWi; Connected+
- BMW; BMWi; Digital Charging Service
- BMW; BMWi; EU Emergency Call
- BMW; BMWi; Microsoft Office 365
- BMW; BMWi; Online Entertainment
- BMW; BMWi; On-Street Parking Information
- BMW; BMWi; WLAN Hotspot
- BMW; Accident Assistance

Runtimes of Services:

If you bought the Services with the order of a new vehicle “BMW/ BMWi /MINI (ex-factory) the following terms will apply.

Unlimited Services

BMW, BMWi:

Anonymous evaluation of sensor data and usage information for data quality enhancements and product development; EU Emergency Call; Intelligent Emergency Call; Teleservices; Remote Services; eDrive Services; BMW Roadside Assistance; BMW Customer Hotline; BMW Accident Assistance; My Info; ConnectedDrive Services; Remote 3D View.

MINI:

Anonymous evaluation of sensor data and usage information for data quality enhancements and product development; Intelligent Emergency Call; Teleservices; MINI Roadside Assistance; MINI Customer Hotline; My Info; MINI Connected; MINI Connected XL.

BMW, BMWi:
BMW Online; Concierge Services; Map Update; Incremental Map Update; Connected+; Real Time Traffic Information; Digital Charging Service; Apple CarPlay® Preparation; Offboard Voice Processing

MINI:
Apple CarPlay® Preparation; Concierge Service; eDrive Services; Map Update; Incremental Map Update; MINI Connected Services; MINI Online; Offboard Voice Processing; Remote Services; Real Time Traffic Information

Services with a 3 year duration:
For a period of two years from the initial registration of the vehicle. The lifetime is tacitly prolonged once for a period of one year if the customer does not terminate the Service by giving six weeks' notice to the end of the lifetime.

For a period of three years which commences at the point the vehicle completes the production process. (NSC)

BMW, BMWi:
BMW Online; Concierge Services; Map Update; Incremental Map Update; Connected+; Real Time Traffic Information; Digital Charging Service; Apple CarPlay® Preparation; Offboard Voice Processing

MINI:
Apple CarPlay® Preparation; Concierge Service; eDrive Services; Map Update; Incremental Map Update; MINI Connected Services; MINI Online; Offboard Voice Processing; Remote Services; Real Time Traffic Information

Apple CarPlay Preparation:
Apple CarPlay® lasts for a period of three years from the initial registration of the vehicle. The service can subsequently be extended via the BMW ConnectedDrive Store / MINI Connected Store.

Online Entertainment for BMW, BMWi:
The special equipment option comprises the technical capability of the vehicle and contains a voucher. The customer can redeem the voucher within three years against a twelve-month subscription with one of the service partners. The registration data entered by the customer in the vehicle are transferred by BMW directly to the respective service partner. The redemption period begins at the end of the year in which the customer acquired the Service. During the lifetime of the subscription, the customer can download music without any limit in Germany, the United Kingdom, France, the Netherlands, Italy, Austria, Switzerland, Belgium, Luxembourg and Spain. The customer can also use the subscription on any other device supported by the selected service partner. After the voucher has expired, the customer can renew the Service for one year.

Services are only Available at the Store for BMW:
On-Street Parking Information.

Lifetimes with a duration of one month, 6 months, or 1 year can be booked at: www.bmw-connecteddrive.co.uk.

Availability of the Service:

The complete range of services is only available for customers whose vehicles are approved in United Kingdom, and only within United Kingdom.

Concierge Services

Available to customers: Austria, Belgium, Luxembourg, Czech Republic, Denmark, France, Germany, Great Britain, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Russia, Spain, Sweden, Switzerland

Online, Connected+

Available to customers: Austria, Belgium, Luxembourg, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungry, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey

Intelligent Emergency Call, EU Emergency Call

Available to customers: Austria, Belgium, Luxembourg, Bulgaria, Denmark, Finland, France, Germany, Great Britain, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Russia, Spain, Sweden, Switzerland, Turkey

Navigation Map Update

Available to customers: France, Germany, Great Britain, Italy, Netherlands, Spain

Microsoft Office 365

Available to customers: Austria, Belgium, Luxembourg, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Ireland, Italy, Netherlands, Poland, Portugal, Russia, Spain, Sweden, Switzerland

Online Entertainment

Available to customers: Austria, Belgium, Luxembourg, France, Germany, Great Britain, Italy, Netherlands, Spain, Switzerland

Real Time Traffic Information

Available to customers: Austria, Belgium, Luxembourg, Czech Republic, Denmark, France, Germany, Great Britain, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Russia, Spain, Sweden, Switzerland, Turkey

Remote Services

Available to customers: Austria, Belgium, Luxembourg, Czech Republic, Denmark, France, Germany, Great Britain, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Russia, Spain, Sweden, Switzerland, Turkey

Anonymous evaluation of sensor data and usage information for data quality enhancements and product development, Customer Hotline , My Info, Natural Voice Processing, Teleservices, Accident Assistance

Available to customers: Austria, Belgium, Luxembourg, Bulgaria, Czech Republic, Denmark, Finland, France, Germany, Great Britain, Greece, Hungry, Ireland, Italy, Netherlands, Norway, Poland, Portugal, Romania, Russia, Slovakia, Slovenia, Spain, Sweden, Switzerland, Turkey

How-to buy and how-to renew:

The service bundles or services can be bought with the initial vehicle order or can be bought / renewed at a charge separately via “My BMW ConnectedDrive” / “My MINI Connected” at www.bmw-connecteddrive.co.uk . Lifetimes of 12 months, 6 months and 1 month are available for renewal of the contract.

How-to deactivate:

You can have the BMW ConnectedDrive / MINI Connected basic services deactivated through an authorized BMW or MINI Centre, a BMW / MINI subsidiary or a BMW / MINI authorized workshop at any time. Deactivation of these Services also deactivates the vehicle’s built-in SIM card. This also has the consequence that the emergency call in the vehicle as well as all remaining Services will no longer function.

If the vehicle is equipped with the legally required EU Emergency Call (as from April 2018 only relevant for BMW and BMWi) a deactivation of the BMW ConnectedDrive basic services will not deactivate the vehicle’s build-in SIM card. It has to remain active, so that the EU Emergency Call is functional all the time.

BMW ConnectedDrive Privacy Policy.

This document contains the Privacy Policy for BMW ConnectedDrive services. Privacy policy (data collection and storage)

BMW Group UK understands that its use of your information requires your trust. BMW Group UK is committed to the highest standards of data privacy and will only use your information for clearly described purposes and in accordance with your data protection rights.
This policy contains details of the data processing that will take place for each BMW ConnectedDrive service.

General information and data controllers

BMW (UK) Ltd, Summit ONE, Summit Avenue, Farnborough, Hampshire, GU14 0FB (hereinafter referred to as “BMW”).
Data processing takes place together with the national sales company BMW and Bayerische Motoren Werke Aktiengesellschaft, Petuelring 130, 80788 Munich, Germany, headquarters and court of registration: Munich HRB 42243 (hereinafter "BMW AG").
BMW provides to the customer certain vehicle-based information and assistance services (hereinafter "services") under the designation "BMW ConnectedDrive" (hereinafter "ConnectedDrive Agreement") and is the contractual and operational point of contact for the customer.
BMW AG is responsible for technical provision of the services. Data is transmitted to BMW AG from BMW to provide the services and support for the customer.

How we collect and use your personal information

Data collected in the course of concluding an agreement or rendering services is processed for the purposes listed below:

A. Conclusion of agreement (GDPR 6(1) (b))

As part of concluding the agreement, the categories of data listed below are processed:

- *Contact data* (e.g. last name, first name, address, e-mail address, etc)
- *Account data* (e.g. ConnectedDrive or myBMW login account, etc)

The agreement data is deleted automatically 1 year after the agreement expires; financial transactions are deleted after 10 years as stipulated by law.

B. Fulfilment of the contractual obligation for performance of the ConnectedDrive Agreement (GDPR 6(1)(b))

For the purposes of fulfilling the ConnectedDrive Agreement concluded between you and BMW, BMW AG renders a variety of services, such as BMW Intelligent eCall, information services, real-time traffic information, TeleServices, etc.

For performance of these services, the following—potentially personally identifiable—information from the vehicle is processed by BMW and commissioned service providers for such performance:

- *Vehicle status information* (e.g. mileage, battery voltage, door and hatch status, etc.)
- *Position and movement data* (e.g. time, position, speed, etc.)
- *Vehicle service data* (e.g. due date of next service visit, oil level, brake wear, etc.)
- *Dynamic traffic information* (e.g. traffic jams, obstacles, signs, parking spaces, etc.)
- *Environmental information* (e.g. temperature, rain, etc.)
- *User profile* (e.g. configured news, e-mail or audio provider, etc.)
- *Sensor information (*e.g. *radar, ultrasonic devices, gestures, voice, etc.)*

A complete list and detailed description of the services and the data used in each case can be found here: service description list.

The provision of this data is not actually necessary for concluding the ConnectedDrive Agreement. Without your provision of such data and the processing of such data, BMW AG is, however, unable to provide the respective service for you.

The processed personal data is deleted automatically after 4 weeks if it is not needed longer for provision of the specific service.

C. Securing product quality and developing new products (GDPR 6(1) (f))

Beyond mere performance of service, the data collected under B. is also processed for quality assurance in products and services offered by BMW Group and for developing new products and services by BMW. This processing is used for the legitimate interests of BMW AG to meet the high customer standard placed on existing products and services and to allow the company to fulfil the future requests of its customers through new products and services that have not yet been developed. In order to protect the privacy of our customers, data is processed solely in a manner that cannot be traced back to the customer/vehicle directly.

D. Fulfilment of the sales, service and administrative processes of BMW AG, the national sales company BMW and authorised dealers (GDPR 6(1) (f))

In order to optimise the customer experience and collaboration with BMW AG distributors continuously, we create evaluations and reports based on information from agreements and we share these evaluations and reports with the applicable BMW AG distributors. These evaluations are predominantly used for introducing appropriate measures (e.g. training courses for sales personnel) to improve the request and sales process. We will create the aforementioned reports only in an aggregated and anonymised form; this means that the recipients of the reports will be unable to draw any conclusions about you personally.

Portions of the vehicle-specific data collected under B. are used for performance of the service processes (e.g. repair, warranty, goodwill) of BMW AG, the national sales companies and authorised dealers. This processing is within the legitimate interests of BMW to provide our customers with the best possible service process. Processing sometimes also takes place in connection with legal requirements (e.g. repair and maintenance information due to the provisions of anti-trust regulations). Technical data is always processed in relation to the vehicle and without direct connection to the customer in order to protect the privacy of our customers.

The following data categories are used for this:

- *Vehicle master data* (e.g. vehicle type, colour, equipment, etc.)
- *Vehicle service data* (e.g. due date of next service visit, oil level, brake wear, etc.)
- *Vehicle status information* (e.g. mileage, battery voltage, door and hatch status, etc.)

The technical vehicle data is deleted at the end of the vehicle life cycle.

BMW is a company within BMW Group. In part, we process your data in order to make the administration of the various companies within BMW Group as efficient and successful as possible. One of the areas this affects is common group accounting in accordance with international accounting regulations for companies (such as the International Financial Reporting Standards (IFRS)).

E. Customer support (GDPR 6 (1) (b), (g), (f))

BMW and BMW AG partners use your personal data for communication as part of concluding contracts, see above (e.g. booking BMW ConnectedDrive services) or for the transaction of a request formulated by you (e.g. enquiries and complaints to BMW Customer Support). We contact you regarding all aspects of concluding a contract or processing a request without special permission e.g. in writing, by phone, by messenger services, by e-mail, depending on which contact data you have specified.

F. Marketing communications and market research due to consent (GDPR 6 (1) (a))

If you have given your consent to any further use of your personal data, your personal data may be used and, if necessary, passed on to third parties in accordance with the scope outlined in the consent form, such as for promotional purposes and/or market research. The details in this regard can be found on the respective consent form, which may be withdrawn at any time.

G. Fulfilment of legal obligations of the NSC or BMW (GDPR 13(1) (c) and 6(1) (c))

BMW will also process personal data if there is a legal obligation to do so. This could be the case if we needed to contact you because your vehicle is subject to a recall or repair request.
Collected data is also processed as part of safeguarding the operation of IT systems. Safeguarding in this context includes, but is not limited to, the following actions:

- Backup and restoration of data processed in IT systems
- Logging and monitoring transactions to check the specific functionality of IT systems
- Detecting and defending against unauthorised access to personal data
- Incident and problem management for resolving problems in IT systems.

Collected data is also processed as part of internal compliance management, wherein we review aspects such as whether you have received sufficient advising as part of concluding an agreement and whether dealers have complied with all legal requirements.
BMW is subject to a number of additional legal obligations. In order to comply with these obligations, we process your data to the extent needed and pass on this data to the responsible authorities if necessary as part of legal reporting requirements.

How long do we store your data?

We save your personal data only for as long as the specific purpose requires. If the data is processed for several purposes, the data is deleted automatically or saved in a form that cannot be traced directly back to you once the last specified purpose has been met.

How is your data stored?

We store your data in accordance with the state of the art of technology. The following security measures serve as an example of the measures applied to protect your personal data from misuse or other unjustified processing:

- Availability of access to personal data is restricted to just a limited number of authorised persons for the specified purposes.
- Collected data is transferred only in encrypted form.
- Sensitive data is also saved only in encrypted form.
- IT systems for processing the data are compartmentalised from other systems, e.g. to prevent hacking.
- Access to these IT systems is monitored continuously in order to ward off and detect misuse early.

To whom is the data passed and how do we protect it along the way?

BMW AG is a global company. Personal data is processed by BMW employees, authorised retailers and by service providers we have commissioned, with preference given to those within the EU.
If data is processed in countries outside the EU, BMW AG uses EU standard agreements, including suitable technical and organizational measures, to ensure that your personal data is processed in accordance with the European level of data privacy. If you want to access the actual protections for data transfer to other countries, please contact us using the communications channels specified below.
The EU has already established a comparable data privacy level for some countries outside the EU, e.g. Canada and Switzerland. Due to the comparable data privacy level, data transfer to these countries does not require any special approval or agreement.

How to change your privacy preferences

You can change your preferences, or withdraw your consent in relation to how BMW uses your personal information in one of the following ways:

- You are also able to request information about your data stored at BMW as well as request the correction, deletion or restriction of your personal data for analytics and/or marketing use.
- By contacting the BMW Customer Information Centre on 0800 561 0666 *
- Or by sending an email to customer.information@bmw.co.uk
- Or by writing to us at:

BMW Customer Information Centre
Phoenix One
59 - 63 Farnham Road
Slough
Berkshire
SL1 3TN

* Calls are free of charge plus your phone company's access charge.

In addition you may contact the responsible data privacy officer listed below:

BMW (UK) Ltd
Data Privacy Officer
DataPrivacyOfficer@bmw.co.uk
Tel: 0800 561 0666

Under certain conditions you have the right to require us to:

- Provide you with further detail on the use we make of your information
- Provide you with a copy of your information
- Update any inaccuracies in the information we hold about you
- Delete any information about you that we no longer have a lawful ground to use
- Remove you from any direct marketing lists when you object or withdraw your consent
- Provide you with your personal information in a usable electronic format and transmit it to a third party (right to data portability)
- Restrict our use of your personal information
- Cease carrying out certain processing activities based on the legitimate interests ground unless our reasons for undertaking that processing outweigh any prejudice to your data protection rights (click Legal Grounds for more information).

Your exercise of these rights is subject to certain exemptions to safeguard the public interest (e.g. the prevention or detection of crime), our interests (e.g. the maintenance of legal privilege) and the rights of third parties.

If you are dissatisfied with our use of your information or our response to any exercise of these rights you have the right to complain to your data protection authority, this in the UK is the Information Commissioner's Office (click ICO for more information).