

MICHELIN 'UP TO \$100 GIFT CARD' PROMOTION

GIFT CARD –Participating Dealer list available at www.promo.michelin.com.au.

TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period

1. Information on how to enter form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Promotion commences at 7.30am AEDST in Participating Dealers 1 April 2019 and ends at close of business in Participating Dealers on 31 May 2019. This period may be prolonged up to 4 weeks at the discretion of the Promoter.
3. Purchase a set of four (4) or more MICHELIN passenger car tyres with a diameter of 16 inches and below or a set of four (4) MICHELIN light truck tyres to receive \$50 gift card via redemption. Purchase a set of four (4) or more MICHELIN passenger car tyres with a diameter of 17 inch and above or a set of four (4) MICHELIN recreational tyres to receive \$100 gift card via redemption. There is a strict limit of one (1) gift card promotion per Qualifying Transaction (as defined below), regardless of whether the number of tyres purchased in that transaction is in excess of four (4) MICHELIN passenger car, recreational or light truck tyres.
4. Qualifying products eligible for the \$50 gift card promotion are MICHELIN passenger car tyres with a diameter of 16 inch and below and MICHELIN light truck tyres. Qualifying products eligible for the \$100 gift card promotion are MICHELIN passenger car tyres with a diameter of 17 inch and above and MICHELIN recreational tyres.

Gift Card - Instructions

5. Participating Dealers: If the Qualifying Purchase is made at any Participating Dealer store, the Eligible Individual must immediately after completion of a Qualifying Transaction follow the instructions on the entry flyer given by the staff at the checkout (together with their purchase receipt). The Eligible Individual will need to visit www.promo.michelin.com.au to claim their gift card, follow the prompts to the Promotion entry page, input the requested details (including their full name, telephone number and a valid email address), attach a scanned copy of their original purchase receipt/invoice for the Qualifying Transaction and submit the fully completed entry form no later than 11.59pm AEDST on 30 June 2019.
6. In order to qualify for this Promotion, individuals must purchase, in a single transaction, a set of four (4) or more MICHELIN passenger car, SUV or light truck tyres in Australia between 7.30am AEDST on 1 April 2019 and close of business on 31 May 2019 (“**Qualifying Transaction**”) at a Participating Dealer. “**Participating Dealers**” will be any store in Australia that display advertising material for this Promotion during the promotional period and are listed at www.promo.michelin.com.au.
7. Fleet, trade and wholesale purchases are excluded and will not qualify for entry in this promotion.

8. There is a strict limit of one (1) redemption per Qualifying Transaction/invoice, regardless of whether the number of eligible tyres purchased in that transaction is in excess of four (4) MICHELIN passenger, recreational or light truck tyres.
9. For individuals who complete a Qualifying Transaction at a Participating Dealer, the eftpos card will be sent to the mailing address nominated by the entrant on the entry form on www.promo.michelin.com.au.
10. Once an entrant receives their eftpos card, he/she must activate it by following the instructions on the eftpos card by the indicated date. Each gift eftpos card can only be activated once. Once the gift eftpos card is activated, the eftpos card can be used at any location where eftpos is accepted (with the funds on the card becoming active the next business day for a period of twelve (12) months. The date of issue for the eftpos cards received *via* post will be the date the respective eftpos card is posted, which will appear on the issuing letter.

General

11. Information and terms set out here (including instructions on how to enter) form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
12. The Promoter's decision is final and no correspondence will be entered into.
13. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify the cash back promotion, subject to any written directions from a relevant regulatory authority.
14. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority where required, to modify, suspend, terminate or cancel the Promotion, as appropriate.
15. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**").
16. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and Participating Dealers (including their respective officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of

the Promoter; (d) any variation in value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) the Promotion.

17. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.
18. The Promoter collects personal information ("**PI**") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.michelin.com.au. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Subject to this clause 16, the Promoter will not disclose entrant's PI to any entity outside of Australia. Each entrant in this promotion acknowledge and consent to the collection, processing, transfer etc of PI by the Promoter.
19. The Promoter is Michelin Australia Pty Ltd (ABN 84 006 761 628) of 51-57 Fennell Street, Port Melbourne, VIC 3207, telephone (03) 8671 1000.