

**MICHELIN “WIN A TRIP TO MALAYSIA” 2019 PROMOTION
TERMS AND CONDITIONS**

Eligibility Requirements and the Promotional Period

1. Entry is only open to Australian residents aged 18 years or over who (a) have a valid unrestricted driver’s license issued in an Australian State/Territory, (b) have a valid passport and travel documentation including requisite visa(s) if determined to be the Winner (as defined below) and (c) are not Excluded Persons (as defined below) (together, “**Eligible Individuals**”). Excluded Persons are employees of the Promoter, Participating Dealers (as defined below) and agencies associated with this Promotion (and their immediate families). Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
2. The Winner (as defined below) will be required to utilise the prize in September 2019 on the dates specified by the Promoter. Subject to clauses 18, 19 and 28, failure of the Winner to utilise the prize in September 2019 will lead to the prize being withdrawn.
3. Promotion commences at 9am AEST on 1 June 2019 and ends at close of business hours at the respective Participating Dealers (as defined below) on 30 June 2019. Online final entries close at 11.59pm AEST on 15 July 2019.

Entry Instructions – Gift Cards & Cash Backs

4. In order to qualify for entry, Eligible Individuals must purchase, in a single transaction, a set of four (4) or more Michelin tyres from any Participating Dealer (as defined below) in Australia between 9am AEST on 1 June 2019 and close of business hours of the respective Participating Dealers on 30 June 2019 (“**Qualifying Transaction**”) in accordance with Clauses 4 to 10 below. “**Participating Dealers**” will be any dealers in Australia that display advertising material for this Promotion during the promotional period.
5. Purchase a set of four (4) or more MICHELIN passenger car tyres with a diameter of 16 inches or below or a set of four (4) MICHELIN light truck tyres to receive \$50 gift card or cash back via instant 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 or cash back via instant redemption. There is a strict limit of one (1) gift card or cash back 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.
6. Qualifying products eligible for the \$50 gift card or cash back 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 or cash back promotion are MICHELIN passenger car tyres with a diameter of 17 inch and above and MICHELIN recreational tyres.
7. Fleet and trade purchases by Eligible Individuals are excluded and will not qualify for entry in this promotion.

8. There is a strict limit of one (1) entry per Qualifying Transaction/invoice, regardless of whether the number of eligible tyres purchased in that transaction is in excess of four (4) Michelin tyres.
9. To enter, Eligible Individuals must then satisfy the requirements of the following entry methods:
 - (a) TYREPLUS, MICHELIN Service Centre, Bob Jane T-Marts or JAX Tyres Participating Dealers: if the Qualifying Purchase is made at one of these Participating Dealer store, the Eligible Individual must immediately, after the 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 receive the cash back at the time of purchase. OR
 - (b) All other Participating Dealers: if the Qualifying Purchase is made at any other 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.
 - (c) Entering the Competition: if the Qualifying Purchase has been made, the Eligible Individual must, after completion of a Qualifying Transaction, like MICHELIN Australia's Facebook Page, www.facebook.com/michelinaunz, and write in 25 words or less why "you and a friend should go on the MICHELIN Passion Experience in Sepang, Malaysia?" as a comment on our Facebook post relating to this Promotion by 11.59pm AEST on 15 July 2019.
10. An Eligible Individual having satisfied the criteria set out in Clause 9 will then qualify to participate in the Promotion ("**Qualified Individual**").

General

11. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
12. The Promoter reserves the right, at any time, to verify the validity of information supplied pursuant to this Promotion by Eligible Individuals, Qualified Individuals or the Winner (including identity, driver's licence, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
13. Incomplete or indecipherable entries and transactions will be deemed invalid.
14. Multiple entries by the same Eligible Individual are permitted, subject to the following:
 - (a) Clause 8 above and (b) each entry must be submitted separately and in accordance with entry requirements outlined above.
15. Qualified Individuals must retain the purchase receipt(s)/invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Qualified Individual's entries and forfeiture of any right to a prize. Purchase

receipt(s)/invoice(s) must clearly specify the Participating Dealer from whom the Michelin tyres were purchased, what Michelin tyres were purchased and the date and time the purchase was made.

16. If there is a dispute as to the identity of a Qualified Individual, the Promoter reserves the right, in its sole discretion, to determine the identity of the Qualified Individual.
17. The winner will be selected at Michelin Australia Pty Ltd. 51 – 57 Fennell Street PORT MELBOURNE, VIC 3207, on 17 July 2019 at 12pm AEST, where the most creative response will be determined ("**Winner**").
18. The Winner will be notified by telephone and email within two (2) business days of the draw, in writing by way of email and their name will be published on the promoters website at <http://www.michelin.com.au> on the 17 July 2019. The Promoter may also publish the Winner's name on selected websites online in its discretion.
19. The Promoter's decision is final and no correspondence will be entered into.

The Prize - Win a Trip to Malaysia

- **1st prize is a return trip for 2 adults to Malaysia, with 4 nights' accommodation, including transfers and all meals. The period for the dates of the trip is between 8th and 13th of September 2019. The winner must be available during this period.**
20. The Winner will win a trip for two (2) adults to Malaysia ("**Prize**"), valued at up to AU \$15,000 depending on point and date of departure. The trip must be taken on the dates stated above with the exact dates determined by the Promoter and provided to the Winner upon notification. The Prize includes:
 - (a) two (2) x return economy flights from the Winner's nearest Australian capital city to the Kuala Lumpur Airport on arrival, and Penang Airport on departure;
 - (b) return airport transfers (both Australia and Malaysia) for the Winner and a companion;
 - (c) four (4) night twin share accommodation with breakfast included at a Hotel for the Winner and his/her companion;
 - (d) all meals provided during the trip;
 - (e) Return dinner transfers each night for the Winner and his/her companion.

The Prize shall not include additional spending money meals (outside of what is listed in clause 20.), taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transfers (outside of what is listed in clause 20.), items of a personal nature, in-room charges and all other ancillary costs. The Prize must be utilised on the exact dates specified to the winner by the Promoter upon the notification of the winner, and is subject to booking and flight availability. In the event that the Winner is unable to take the Prize on the required dates, he/she will forfeit their right to the Prize, and the Prize will be awarded to the next valid reserve entry drawn.

21. The Winner is responsible for ensuring that he/she and their companion have valid passports, and any requisite visa(s), vaccinations and travel documentation. In the event the Winner or the Winner's companion is found to be lacking the necessary travel documentation by, the Promoter reserves the right to withdraw the Prize from the Winner and award the Prize to the next reserved entrant. Itinerary for the Prize to be determined by the Promoter in its absolute discretion. The Winner and his/her companion will not be eligible to receive frequent flyer points awarded for the return economy flights granted as part of the Prize. The Prize is also subject to the standard terms and conditions of individual prize and service providers. The Winner may be required to present his/her credit card at time of accommodation check in.
22. The Promoter highly recommends to the Winner and his/her companion to obtain adequate travel insurance, to protect against the additional costs incurred in the event of unforeseen circumstances. Any costs incurred in obtaining such insurance are the Winner's responsibility and will not be borne by the Promoter.
23. 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 Prize, subject to any written directions from a relevant regulatory authority.
24. If for any reason the Winner does not take the Prize (or any part of the Prize) by the time stipulated by the Promoter, then the Prize (or that part of the Prize) will be forfeited.
25. If the Prize (or part of the Prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize (or that part of the Prize) with a prize or gift of an equal value and/or specification, subject to any written directions from a regulatory authority where required.
26. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless stated otherwise by the Promoter.
27. Total prize pool value of the drawn prize is up to AU\$15,000.
28. A draw for the prize, if unclaimed by the 24 July 2019, may take place on 25 July 2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner, if any, will be notified in writing within two (2) business days and their name will be published on the promoter's website at <http://www.michelin.com.au> on 25 July 2019.
29. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they win the Prize in any media (including photograph, film and/or recording of the same) for an unlimited period without remuneration for the purpose of this Promotion (including to publicise any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
30. 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.

31. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted/made by that entrant invalid.
32. 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**").
33. 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 or prize claim 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Winner or an entrant; (f) use/redemption of a Prize; (g) taking of/participation in the Prize and/or attendance at a Prize event/location or if a Prize event is cancelled or rescheduled for reasons outside of the Promoter's control; or (h) the Promotion.
34. As a condition of accepting the Prize, the Winner and his/her companion must sign any legal documentation as and in the form required by the Promoter and/or suppliers and service providers of the Prize in their absolute discretion, including but not limited to a legal release and indemnity form.
35. 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, prize suppliers 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 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 clause 36, the Promoter will not disclose entrant's personal information to any entity outside of Australia.
36. Selected PI of the Winner (and their travel companion) will be disclosed to selected entities in for the purposes of organising the Prize.
37. 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.

“MICHELIN EFTPOS CARD” OFFER

TERMS AND CONDITIONS

- I. All Australian residents aged 18 years or over who complete the applicable steps outlined in Clauses 4 - 10 of the “WIN A TRIP TO MALAYSIA” Promotion (Terms and Conditions for which have been outlined above) will be awarded a gift. For the avoidance of doubt, individuals are not required to have a valid driver’s licence issued in an Australian State or Territory to be eligible to claim a gift under this offer.
- II. The gift an individual will be eligible to receive will depend on the type of tyres purchased in the Qualifying Transaction, as follows: (a) individuals who purchase a set of four (4) or more Michelin 16 inch size tyres or below that size will receive a gift of a \$50 eftpos gift card; or (b) individuals who purchase a set of four (4) or more Michelin 17 inch size tyres or above that size or Michelin Recreation/SUV tyres will receive a gift of a \$100 eftpos gift card. Eligible individuals will be eligible to receive one (1) eftpos gift card (of the relevant value, as indicated in this clause) for each Qualifying Transaction they make. There is a strict limit of one (1) gift per Qualifying Transaction/invoice, regardless whether the number of eligible tyres purchased in that transaction is in excess of four (4) Michelin tyres.
- III. Individuals who complete a Qualifying Transaction at a TYREPLUS, MICHELIN Service Centre, Bob Jane T-Marts or JAX Participating Dealer will be awarded instant cash back at the time of the Qualifying Transaction. For individuals who complete a Qualifying Transaction at any other 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.
- IV. Once an entrant receives their eftpos card, to be able to use the relevant 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 anywhere eftpos is accepted (with the funds on the card becoming active the next business day at midday after activation date) for a period of thirty-six (36) months. The date of issue for eftpos cards received via post will be the date the respective eftpos card is posted, which will appear on the issuing letter.
- V. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.
- VI. Clauses 3 - 7, 9 – 16, 19, 24 – 28, 30 – 34, 36 and 37 of the “WIN A TRIP TO MALAYSIA” Promotion, as detailed above, equally apply to this offer, where all references to: ‘Prize’ shall be read as ‘gift’. If there are any inconsistencies these terms shall prevail.