

MICHELIN 30 DAY SATISFACTION GUARANTEE PROMOTION – 2018 TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period

1. The MICHELIN 30-Day Satisfaction Guarantee Promotion commences at 9am AEDST on 1 January 2018 and ends at close of business in JAX Tyres stores on 31 December 2018. Local trading times apply.
2. In order to be eligible for the MICHELIN 30 Day Satisfaction Guarantee promotion ("**Promotion**"), customers must purchase, in a single transaction a set of four (4) or more MICHELIN passenger car, recreational or light truck tyres specified as being eligible for this Promotion ("**Tyres**"), from a selected MICHELIN Authorised Dealer in Australia between 1 January 2018 and close of business on 31 December 2018. ("**Qualifying Transaction**"). "**Participating Dealers**" will be any dealers in Australia that display advertising material for this Promotion during the promotional period.
3. Subject to Clause 4 of these Terms and Conditions, this Promotion allows a customer who purchases Tyres under a Qualifying Transaction to return the Tyres in exchange for a refund within a period of 30 days from the date of purchase if he/she is dissatisfied with the performance of the Tyres.
4. A customer will not be entitled to a refund under this Promotion if the Tyres: are damaged due to misuse or misapplication; damaged due to road hazard damage; damaged due to excessive use during the 30 day period of ownership; damaged due to punctures caused by theft, natural disaster or neglect; damaged due to mechanical problems relating to the vehicle; damaged or excessively worn from any racing-related, race circuit activities or competitive events or could have been purchased at a lesser price than the price at which they were purchased by the customer.
5. Fleet, trade and wholesale purchasers are excluded and will not qualify for entry.

Entry Instructions

6. In the event the customer wishes to return the Tyres purchased between 1 January 2018 and close of business on 31 December 2018 ("**Promotional Period**") for any reason excluding those listed as invalid within these Terms and Conditions, the following criteria must be met by the customer:
 - (a) the customer has purchased a set of four (4) Tyres at a Participating Dealer during the promotional period;
 - (b) the customer has retained their original purchase receipt(s)/invoice(s) for all entries as proof of purchase. Purchase receipt(s)/invoice(s) must clearly specify the Participating Dealer from who the Tyres were purchased, what Tyres were purchased and the date and time the purchase was made;
 - (c) purchase has been made within 30 days of purchase receipt date;

- (d) provide evidence (if requested), that the Tyres have not been damaged due to misuse or misapplication, road hazards, excessive use, punctures caused by theft, natural disaster or neglect, mechanical problems related to the vehicle, use in any racing-related, race circuit activities or competitive events, removed from the original vehicle on which they were installed during the previous 30 day period; and
 - (e) the customer can provide evidence (if requested) that the Tyres are being returned due to dissatisfaction relating to the performance of the Tyres and not due to a price differential.
7. In order to return the Tyres under the Promotion, Tyres and purchase receipt must be presented at the place of purchase within 30 days of date of receipt.
 8. Upon presentation of the Tyres and receipt, the sales staff at the dealer from whom the tyres were purchased will undertake an inspection and subsequent assessment of the Tyres when fitted on the vehicle. The outcome of the refund shall be determined by the sales staff based on the findings of the inspection based on the criteria set out in these Terms and Conditions.
 9. Refunds applied under this Promotion will only be processed following the inspection process by sales staff member of the Promoter/ Participating Dealer. .
 10. If the customer is deemed eligible for a refund under the Promotion, the customer will be required to provide the sales staff with certain information in order to assist with the validation and refund of the purchase price.
 11. Refunds will be processed by the Promoter/ Participating Dealer upon satisfactory completion of the inspection process and the validation of information provided by the customer (“**Claim Approval**”). The purchase will be refunded by the Promoter at the time of Claim Approval, with EFTPOS refunds received into the nominated bank account within five (5) working days.
 12. Following the completion of the refund by the Promoter/ Participating Dealer, the returned Tyres shall no longer be the property of the Participating Dealer and shall be retained by the Participating Dealer.

General

13. Information on how to enter form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
14. Multiple entries by the same customer are permitted, subject to the following: only one (1) entry being permitted per Qualifying Transaction (regardless of the number of eligible tyres in excess of four (4) purchased in that Qualifying Transaction).
15. The Promoter’s decision is final and no correspondence will be entered into.
16. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion, subject to any written directions from a relevant regulatory authority.

17. 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 customer; or (b) subject to any written directions from a regulatory authority where required, to modify, suspend, terminate or cancel the Promotion, as appropriate.
18. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.
19. 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**").
20. 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 tax liability incurred by an entrant or (e) the Promotion.
21. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.
22. 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.