

# ***BFGOODRICH 30 DAY SATISFACTION GUARANTEE TERMS & CONDITIONS***

## **Terms Used**

**Promotion**-The BFGOODRICH 30-Day Satisfaction Guarantee.

**Tyres**- A set of four (4) or more (On Road Passenger Car/SUV, Light Truck 4x4 excluding Mud-Terrain T/A, tyres marked NHS) **Tyres** specified as being eligible for this Promotion.

**Participating patterns**; Advantage Control, Advantage T/A SUV/Drive/Sport, g-Force SPORT Comp2, Trail Terrain and the All Terrain T/A KO2

**Customer**- The individual person who purchases **Tyres** (Fleet, trade and wholesale purchasers are excluded from the Promotion) and registers his /her personal details on line through the QRCode at the store or online through the BFGoodrich website

(<https://www.bfgoodrich.com.au/>) By registering, you accept the following terms and conditions, and consent to the collection and processing of personal data as set out here [Use of personal Data](#)

**Promoter** is Michelin Australia Pty Ltd (ABN 84 006 761 628) (Michelin) of 51-57 Fennell Street, Port Melbourne, VIC 3207, telephone (03) 8671 1000.

**Authorised Dealer** - Any business that is authorised by the Promoter, to sell BFGoodrich Tyres to Customers and purchased **Tyres** from the Promoter.

**Participating Dealer** - Any authorised Dealer in Australia that is listed within **Participating Dealers list** available on <https://myoffers.bfgoodrich.com.au/warranties/explorer-plus>.

**Place of Purchase** is the **Participating Dealer** where **Customer** made a **Qualifying Transaction**. Customer must claim the 30 Day Satisfaction Guarantee at the **Place of Purchase**.

**Qualifying Transaction** -**Tyres** purchased from a Participating Dealer during the Promotional Period.

**Promotional Period** - commences at 12am AED/ST on 1 January 2022 and ends at close of business in Participating Dealers on 31 December 2022.

**Claim Approval** - Confirmation of the terms and conditions of this Promotion being met and the refund/exchange of **Tyres** as agreed between the **Participating Dealer** and their representative of the Promoter.

**Receipt** - Proof of purchase showing Purchase of **Tyres**, including the details of the: Participating Dealer;

Customer name and address;

**Tyres** purchased and date of purchase;

Vehicle to which **Tyres** were fitted, including Registration/VIN, Make, Model, Odometer Reading at date of fitment,

**BFGoodrich 30 Day Satisfaction Guarantee Examination Form** -To be filled out by the **Participating Dealer** with **Customer**, vehicle information, tyre information and nature of customer complaint. To be signed by both the Participating Dealer and the Customer and then submitted to the Promoter.

## **Eligibility Requirements and the Promotional Period**

1. The **Promotion** commences at 9am AEDST on 1 January 2022 and ends at close of business in **Participating Dealers** on 31 December 2022, **Promotional Period**.

2. In order to be eligible for the **Promotion**, the **Customer** must purchase, in a single transaction a set of four (4) or more (On Road Passenger Car/SUV, Light Truck 4x4 excluding Mud-Terrain T/A, tyres marked NHS) **Tyres** specified as being eligible for this **Promotion** from a selected **Participating Dealer** in Australia during the **Promotional Period**. Participating patterns; Advantage Control, Advantage T/A SUV/Drive/Sport, g-Force SPORT Comp2, Trail Terrain and the All Terrain T/A KO2. Guarantee applies to up to 6 tyres per **Customer** that were purchased within a single transaction. **Customer** must register his personal details through the QRCode on the advertising material at the store or through BFGoodrich website (<https://www.bfgoodrich.com.au>). **Participating Dealer** - Any authorised Dealer in Australia that is listed within **Participating Dealers list** available on <https://myoffers.bfgoodrich.com.au/warranties/explorer-plus>.
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** for a refund or exchange to another BFGoodrich Product 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** must provide evidence (if requested),
  - a. That the **Tyres** have not been damaged due to misuse or misapplication, road hazards, excessive use/abuse, theft, natural disaster or neglect, mechanical problems related to the vehicle, use in any racing-related and / or race circuit activities or competitive events, removed from the original vehicle on which they were fitted during the previous 30 day period, they are the original purchaser of the **Tyres**; and
  - b. That the **Tyres** are being returned due to dissatisfaction relating to the performance of the **Tyres** and not due to a price differential.
5. Fleet, trade and wholesale purchasers are excluded and will not qualify for entry
6. The **Promotion** is not transferrable.
7. The **Promotion** applies to **Tyres** fitted to wheels on a vehicle, not **Tyres** fitted to loose wheels.

#### Entry Instructions

8. In the event the **Customer** wishes to return the **Tyres** purchased during the **Promotional Period**, for any reason, excluding those listed as invalid within these Terms and Conditions (Refer to exclusions in clause 4), the following criteria must be met by the **Customer** in order to show sufficient proof of a **Qualifying Transaction**:
  - a. The **Customer** has purchased a set of four (4) or more **Tyres** at a **Participating Dealer** during the **Promotional Period**. Guarantee applies to up to 6 tyres per customer that were purchased within a single transaction.
  - b. The **Customer** has retained their original purchase **Receipt** for all entries as proof of purchase. **Receipt** must clearly specify the
    - i. **Participating Dealer** from whom the **Tyres** were purchased,
    - ii. **Customer** Name & Address,
    - iii. Vehicle Details including Registration/VIN, Make, Model, Odometer Reading at date of fitment,
    - iv. What **Tyres** were purchased and
    - v. The date the purchase was made.
  - c. Claim has been made within 30 days of purchase **Receipt** date at the **Place Of Purchase**;
  - d. The **Customer** may need to provide evidence (if requested) as per clause 4

9. In order to return the **Tyres** under the **Promotion**, the **Customer** must present the **Tyres** at the **Participating Dealer** from whom the **Tyres** were purchased within 30 days of date of Receipt.
10. Upon presentation of the **Tyres**, the **Receipt** and any supporting documentation, the staff at the **Participating Dealer** from whom the **Tyres** were purchased will undertake an inspection and subsequent assessment of the **Tyres** whilst fitted on the vehicle.
11. The outcome of the refund or **Claim Approval** will be determined by the staff based upon the findings of the inspection as per the criteria set out in these Terms and Conditions and in consultations with their contact/representative of the **Promoter**.
12. Refunds applied under this **Promotion** will only be processed following the inspection by staff member of the **Participating Dealer**. A **BFGoodrich 30 Day Satisfaction Guarantee Examination Form** must be completed (1 form per tyre). This form can be downloaded by the **Participating Dealer** from Michelin eOrder website ([www.michelin-eorder.com.au/news](http://www.michelin-eorder.com.au/news) or [cs.support@michelin.com](mailto:cs.support@michelin.com) or requested from 1300 727 878 ) or obtained from **Promoter's** representative/agent and completed with signatures of both the **Participating Dealer** and **Customer** as well as supporting documentation.
13. Refunds will be processed by the **Participating Dealer** upon satisfactory completion of the inspection process and the validation of information provided by the **Customer** to the staff of the **Promoter**. The purchase will be refunded by the **Participating Dealer** at the time of **Claim Approval**, with EFTPOS refunds received into the nominated bank account within five (5) working days. Alternatively, the **Participating Dealer** and or **Promoter**, in consultation with the **Customer**, may offer an exchange for another BFGoodrich Product.
14. Following the completion of the refund by the **Participating Dealer**, the returned **Tyres** shall no longer be the property of the **Customer** and shall be retained by the **Participating Dealer**.
15. The **Promoter** may provide a refund/exchange without sighting returned **Tyres** or may request for a representative of the **Promoter** (Account Manager or Regional Sales Manager) to be present for the inspection of the **Tyres** while fitted to the vehicle as to better understand the **Customers** complaint.
16. By the **Customer** Participating in the **Promotion** the **Customer** authorises the **Promoter** and **Authorised Dealer** to take photographs relevant to the inspection and **Customer** complaint including but not limited to:
  - a. The **Tyres** whilst fitted/loose from the vehicle;
  - b. Components of the vehicle that impact **Tyre** performance including but not limited to any damage, nonstandard additions, maintenance history, pressure readings & tyre placard.
17. Information (personal data) provided by the **Customer** will be used by the **Promoter** for the purpose of administering this **Promotion** and may be entered into a database and used by the **Promoter**, the **Promoter's** related entities and agencies engaged by the **Promoter**. By participating in this **Promotion**, the **Customer** also confirms their consent to receiving future promotional materials from the **Promoter** and/or their affiliates by email or text message. The **Customer** may withdraw their consent at any time by following the link provided within the footer of the communication or promotional material.
18. The **Promoter** will process refund in the form of a Credit to the **Participating Dealer** upon receipt of completed:
  - a. **BFGoodrich 30 Day Satisfaction Guarantee Examination Form**,
  - b. Any requested Supporting Documents including the **Customer's Receipt** and proof of eligibility if requested.

19. Following the completion of the refund by the **Promoter** to the **Participating Dealer**, the returned **Tyres** shall no longer be the property of the **Participating Dealer** and will be collected and retained by the **Promoter**.

#### **General**

20. Multiple claims by the same **Customer** are permitted, subject to the following: only one (1) claim being permitted per **Qualifying Transaction** (regardless of the number of eligible **Tyres** in excess of four (4) purchased in that **Qualifying Transaction**).
21. The **Promoter's** decision is final and no correspondence will be entered into.
22. In the event of war, terrorism, state of emergency, pandemic, epidemic, government restrictions 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.
23. Information on how to enter form part of these Terms and Conditions. Participation in this **Promotion** is deemed acceptance of these Terms and Conditions.
24. 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.
25. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.
26. 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").
27. 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 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 tax liability incurred by an entrant or (e) the **Promotion**.
28. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the **Promoter**.