

MICHELIN 30 DAY SATISFACTION GUARANTEE PROMOTION

TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period:

1. The Promotion commences at 9am AEDST on 1 January 2021 and ends at close of business in Participating Dealers on 31 December 2021.
2. In order to be eligible for the Promotion, the Customer 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 from a selected Participating Dealer in Australia between 9am AEDST on 1 January 2020 and close of business on 31 December 2020. Participating Dealers will be any Authorised Dealer 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 for a refund or exchange to another Michelin 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 may need to provide evidence (if requested),
 - a. That the Tyres have not been damaged due to misuse or misapplication, road hazards, excessive use, punctured through 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 installed 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:

1. In the event the Customer wishes to return the Tyres purchased between 9am AEDST on 1 January 2021 and close of business on 31 December 2021, 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;
 - b. The Customer has retained their original purchase Receipt for all entries as proof of purchase. Receipt must clearly specify the
 - c. Participating Dealer from whom the Tyres were purchased,
 - i. Customer Name & Address,
 - ii. Vehicle Details including Registration/VIN, Make, Model, Odometer Reading at date of fitment,
 - iii. What Tyres were purchased and
 - iv. The date the purchase was made.
 - d. Claim has been made within 30 days of purchase Receipt date;
 - e. The Customer may need to provide evidence (if requested) as per clause.
2. 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.
3. 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.
4. 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.
5. Refunds applied under this Promotion will only be processed following the inspection by staff member of the Participating Dealer. A Michelin 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 or cs.support@michelin.com or 1300 727 878) or obtained from Promoter representative/agent and completed with signatures of both the Participating Dealer and Customer as well as supporting documentation

6. Refunds will be processed by the Participating Dealer upon satisfactory completion of the inspection process and the validation of information provided by the Customer by 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 Michelin Product.
7. 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.
8. 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.
9. 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.
10. Information provided by the Customer may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future Promotional and marketing purposes without further reference or compensation to them. Should a Customer who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter as per clause 29.
11. The Promoter will process refund in the form of a Credit to the Participating Dealer upon Receipt of completed:
 - a. Michelin 30 Day Satisfaction Guarantee Examination Form,
 - b. Any requested Supporting Documents including the Customer's Receipt and proof of eligibility if requested.
12. 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:

1. 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).
2. The Promoter's decision is final and no correspondence will be entered into.
3. 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.
4. Information on how to enter form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
5. 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.
6. Any cost associated with accessing any Promotional website is the entrant's responsibility and is dependent on the internet service provider used.
7. 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"). 8. 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.
9. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.
10. 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.