

## **JAX Tyres & Auto Promotions- Standard Terms & Conditions**

Offer: Pirelli - Up to \$150 Instant Cash back and up to \$200 Voucher

Promotion Period: 1st to 31<sup>st</sup> December

### **\*Promoter:**

*JAX Quickfit Franchising Systems Pty Ltd Level 2, 39-47 Albany Street, Crows Nest NSW 206*

Your participating JAX Tyres & Auto store (**Participating Store**) & the Promoter (subject to the below Terms and Conditions) would like to offer customers the above Offer when purchasing goods and/or services online or at a Participating Store (**JAX Tyres & Auto Promotion**).

The following Terms & Conditions govern the JAX Tyres & Auto Promotion & apply as between an Entrant, the Promoter and the applicable Participating Store.

### **Terms and Conditions**

#### **General**

1. The JAX Tyres & Auto Promotion is available online and in Participating Stores during the Promotional Period. Local store trading times apply.

#### **Eligibility**

2. The JAX Tyres & Auto Promotion is open to residents of Australia aged 18 years or over (**Entrant**).
3. The JAX Tyres & Auto Promotion is not open to Fleet, government, commercial, wholesale and account customers and employees of the Promoter and the Participating Store.

#### **Participation**

4. For an Entrant to be eligible to obtain the benefit of the Offer the Entrant must visit a Participating Store or online <http://www.jaxyres.com.au/>, purchase the goods and/or services pursuant to the Offer during the Promotion Period.
5. When the Entrant makes a purchase and redeems the Offer, this represents the Entrant's agreement to be bound by these Terms & Conditions. Only one transaction per day is permitted.

#### **Conditions**

6. The Promoter and the applicable Participating Store have the right to cancel or change any promotion at any time without notice and in its sole discretion.
7. If a promotion code required to redeem this JAX Tyres & Auto Promotion at checkout, only one promotion code can be entered at any one time.
8. This JAX Tyres & Auto Promotion can't be used in-conjunction with any other offer.

9. The Offer may be (but will not always be) available from time to time at a Participating Store, in respect of goods and services purchased at that Participating Store and there is no representation or undertaking of any kind by a Participating Store that any number of Offers may be available to a Entrant at any time.
10. Each Offer is subject to availability. The Participating Store reserves the right to decline, modify, suspend or terminate the Offer without liability.
11. Each store that is a franchised business of the Promoter is not obliged to offer any Offer offered by the Promoter.

### **Privacy**

12. A Participating Store and the Promoter reserves the right to determine the identity of the Entrant and their eligibility. Upon request, the Customer must provide any reasonable information requested from time to time to confirm the identity of a Customer or eligibility of a Customer (**Customer Information**).
13. The Promoter and/or a Participating Store will use, store and disclose any Customer Information only in accordance with their relevant Privacy Policy. It is acknowledged that each Participating Store may disclose Customer Information to any Related Body Corporate of the JAX group of companies including but not limited to JAX Quickfit Franchising Systems ACN 112 050 058 (**Promoter**).

### **Miscellaneous**

14. **Terms of Supply for Goods and Services** (<https://www.jaxyres.com.au/legal/terms-conditions>) apply to the sale and purchase of all goods and services at a Participating Store & online.
15. Except for any liability not excluded by law, Entrants release and indemnify the Promoter and the Participating Store from and against all actions, claims and liabilities, that the Entrant now has or in the future may have against the Promoter and/or the Participating Store, for any loss, damage or injury (including any special or consequential loss) suffered as a direct or indirect result of the Entrant's participation in the JAX Tyres & Auto Promotion.
16. Except as these Terms and Conditions specifically state, a Participating Store does not include by implication any other condition, term or warranty in respect of the quality, merchantability, acceptability, fitness for purpose, condition or description of a service or product provided in the applicable Participating Store.
17. Nothing in these Terms and Conditions is to be interpreted as excluding, restricting or modifying, or having the effect of excluding, restricting or modifying, the application of any State or Federal legislation applicable to the supply of goods or services that cannot be excluded, restricted or modified including but not limited to the Consumer Guarantees under the Australian Consumer Law.
18. To the maximum extent permitted at law, the Promoter and each Participating Store (and their respective agents, employees and officers) exclude all liability for any actions, claims, costs, demands, expenses, liabilities or loss (including any consequential or indirect loss) of any kind whatsoever arising from or related to the JAX Tyres & Auto Promotion.

19. The laws of New South Wales from time to time governs these Terms, and Participants agree to the non-exclusive jurisdiction of the courts of New South Wales, the Federal Court of Australia, and courts entitled to hear appeals from those courts.