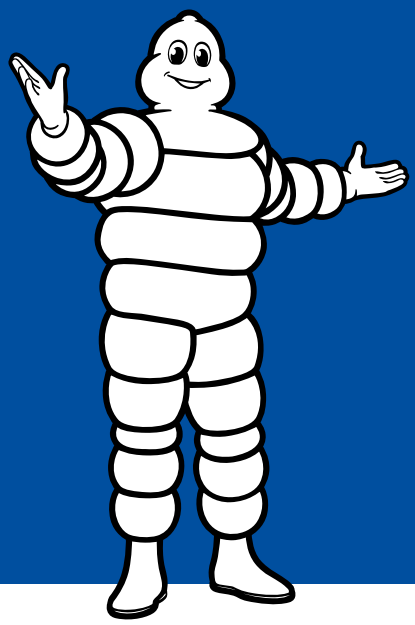

BE SAFE & ALWAYS ON TIME
WITH MICHELIN TYRES

*NOW CUSTOMERS OF LIGHT COMMERCIAL VEHICLES** CAN ENJOY PEACE OF MIND WITH THE MICHELIN 30 DAY*

MICHELIN 30 DAY SATISFACTION GUARANTEE
TERMS & CONDITIONS

TERMS USED

Promotion - The MICHELIN 30-Day Satisfaction Guarantee.

Tyres - A complete set of tyres per vehicle MICHELIN light commercial truck tyres (between 3 – 6 tonnes) specified as being eligible for this Promotion

Customer - The end user who purchases Tyres (excluding wholesale purchasers)

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 Michelin, the Promoter, to sell Michelin Tyres to Customers.

Participating Dealer - will be any Authorised Dealer in Australia that display advertising material for this Promotion during the promotional period.

Qualifying Transaction - Complete set of tyres, as specified, purchased from a Participating Dealer during the Promotional Period.

Promotional Period - commences at 9 am AED/ST on Monday 14 September 2020 and ends at close of business in Participating Dealers on Friday 31 December 2021.

Claim Approval - is 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 - is proof of purchase showing Purchase of Tyres, including the details of the:

Participating Dealer

Date of the transaction

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

Michelin 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.

ELIGIBILITY REQUIREMENTS AND THE PROMOTIONAL PERIOD

1. The **Promotion** commences at 9 am AED/ST on Monday 14 September 2020 and ends at close of business in Participating Dealers on Friday 31 December 2021.

2. In order to be eligible for the **Promotion**, the **Customer** must purchase, in a single transaction a complete set of tyres MICHELIN light commercial truck tyre range (between 3 – 6 Tonnes), specified as being eligible for this **Promotion** from a selected **Participating Dealer** in Australia between 9 am AED/ST on Monday 14 September 2020 and close of business on Friday 31 December 2021. 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, 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. 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 between 9 am AED/ST on Monday 14 September 2020 and close of business on Friday 31 December 2021, **Promotion**al 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 complete set of **Tyres**, as specified, at a **Participating Dealer** during the **Promotion**al Period;

   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

      v. The date the purchase was made.

   c. Claim has been made within 30 days of purchase **Receipt** date;

   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 **Participating Dealer** after reviewing the **Tyres** needs, to contact their Michelin Account Manager to start the Claim Process.

12. The outcome of the refund or **Claim Approval** will be determined by the Michelin Account Manager based upon the findings of the inspection as per the criteria set out in these Terms and Conditions.

13. Refunds applied under this **Promotion** will only be processed following the inspection by Michelin Account Manager. A **Michelin 30 Day Satisfaction Guarantee Examination Form** must be completed (1 form per tyre) by Michelin Account Manager and the signature of both the **Participating Dealer** and **Customer** are needed as well as supporting documentation.

14. 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). Alternatively, the **Participating Dealer** and or **Promoter**, in consultation with the **Customer**, may offer an exchange for another Michelin Product.

15. 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**.

16. The **Promoter** may provide a refund/exchange without physically sighting returned (a photo will need to be provided instead) **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. The representative of the **Promoter** will complete a Michelin Standard Examination Form and will provide copies of this to the **Customer** and **Participating Dealer** if requested.

17. 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, non-standard additions, maintenance history, pressure readings & tyre placard.

18. 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 **promotion**al 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.

19. The Promotor 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.

20. 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 by the **Promoter**.

GENERAL

21. Multiple claims by the same **Customer** are permitted, subject to the following: only one (1) claim being permitted per **Qualifying Transaction**.

22. The **Promoter**'s decision is final and no correspondence will be entered into.

23. In the event of war, terrorism, state of emergency, disaster, pandemic or epidemic the **Promoter** reserves the right to cancel, terminate, modify or suspend the **Promotion**, subject to any written directions from a relevant regulatory authority.

24. Information on how to enter form part of these Terms and Conditions. Participation in this **Promotion** is deemed acceptance of these Terms and Conditions.

25. 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.

26. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.

27. 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").

28. 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**.

29. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the **Promoter**.

30. 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. Each participant in this **promotion** acknowledge and consent to the collection, processing, transfer etc. of PI by the **Promoter**.

31. 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.