

TERMS & CONDITIONS

Promotion:

Michelin MAY 2023 Cashback

The Offer:

Claim up to \$120 Cashback

The Promoter:

Michelin Australia Pty Ltd
ABN 84 006 761 628
51-57 Fennell Street,
Port Melbourne, VIC 3207
Phone (03) 8671 1000

Promotion Type:

Michelin Cashback OR Prepaid Eftpos Card with *purchase redeemed via online claim.

Purchase Period:

Purchase Period commences 1 MAY 2023
Purchase Period concludes 31 MAY 2023

Claims Close:

Claims close 11:59 pm AEST on 30 JUN 2023

Participating Retailers

Retailers participating in the Promotion includes any Michelin retailer listed on the promotional site throughout Australia. Participating Retailers will display Promotion materials in store. Participating dealers can be found in the drop-down list within claim page (<https://www.michelinrewards.com.au/may23>).

If in doubt, a claimant may ask a retailer whether they are participating in the Promotion.

Eligible Claimants:

The Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding management and employees of the Promoter, its associated companies/subsidiaries, Participating Retailers and agencies associated with this Promotion.

“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.

The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

How to Participate:

To participate in the Promotion, an Eligible Claimant must:

a) during the Purchase Period, purchase a set of 4 or more any Participating Product in a single transaction from a Participating Retailer (“Qualifying Purchase”);

b) collect and retain a copy of their purchase receipt from their Qualifying Purchase; and

c) **within thirty (30) calendar days of the date of Qualifying Purchase** visit

<https://www.Michelinrewards.com.au/may23> using a compatible browser and fully complete and submit the online claim form, providing all details required, including but not limited to:

I. any requested personal information including first name, surname, address, suburb, state, postcode, mobile phone number and email address and nominate to receive their cash back via a Prepaid Eftpos card or EFT (an electronic bank transfer requiring an Australian bank account BSB and Account Number)

II. any requested information about the Participating Product and Qualifying Purchase; uploading a copy of the purchase receipt from their Qualifying Purchase (“Qualifying Purchase Receipt”) in an accepted file size/format; and

III. indicating their acceptance of these Terms and Conditions.

IV. participate in a limited product replacement and maintenance four (4) question multiple choice survey.

*“Purchase” means to make payment in full for a Participating Product during the Purchase Period from a Participating Retailer. For clarity “Purchase” does not mean:

(a) lay-buys or pre-orders made before the commencement of the Purchase Period or receipt of product;

(b) purchases via eBay, Gumtree, Tyrestock or similar online third-party internet websites;

(c) second-hand products.

THEN

If the claim is deemed valid (allow three (3) business days for Validation):

(a) The Eligible Claimant will receive notification by email of claim being successfully approved.

(b) Michelin Cashback rewards will then be delivered by either;

I. Prepaid Eftpos Cards will be dispatched via standard mail within ten (10) business days of approved email confirmation,

II. Bank Transfer via EFT within five (5) business days of approved email confirmation.

It is the responsibility of the claimant to check that the bank details, and personal details (as applicable) provided are correct to ensure the cashback reward can be awarded. The Promoter will not be responsible for a failure of the claimant to provide correct details. A claimant may forfeit the right to the cashback reward if incorrect details are provided, illegible or details provided are mistakenly incorrect and linked to the wrong account. The Promoter recommends that the claimant checks all details provided on the claim form are correct before submitting.

Participating Michelin Products:

To remove any doubt, Participating Products are included within the list below:

| Treads | 16" and Below | 17" and 18" | 19" and Above |
|----------------|---------------|-------------|---------------|
| AGILIS | \$50 | \$50 | \$50 |
| AGILIS 3 | \$50 | \$50 | \$50 |
| E PRIMACY | \$80 | \$100 | \$120 |
| E PRIMACY ST | \$80 | \$100 | \$120 |
| ENERGY SAVER + | \$80 | \$100 | \$120 |
| ENERGY SAVER 4 | \$80 | \$100 | \$120 |
| ENERGY XM2+ | \$80 | \$100 | \$120 |
| PRIMACY 3 | \$80 | \$100 | \$120 |
| PRIMACY 3 ST | \$80 | \$100 | \$120 |
| PRIMACY 4 | \$80 | \$100 | \$120 |
| PRIMACY 4 ST | \$80 | \$100 | \$120 |
| PRIMACY 4+ | \$80 | \$100 | \$120 |

Required Verification/Proof of Purchase:

The following documentation must form part of a valid online claim:

Qualifying Purchase receipt

The Qualifying Purchase receipt provided must clearly specify:

- the Participating Product purchased;
- the price of the Participating Product purchased;
- the Participating Retailer of purchase;
- the purchase date;
- the claimants name;
- the invoice/receipt number; and
- that payment for the Qualifying Purchase has been received in full.

Note: Fleet, trade and wholesale purchases are excluded and will not qualify for entry in this promotion.

If the Qualifying Purchase receipt is missing any of the above information or is illegible or indecipherable it will render the claim invalid.

If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and

claim a Michelin Cashback and compliance with these Terms and Conditions, and/or their Qualifying Purchase receipt/s that corresponds to the claim/s they have submitted in the Promotion.

If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s submitted by the claimant will be deemed invalid.

Michelin Cashback will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

It is the responsibility of the claimant to provide the required information.

Validation and Notification:

All claims submitted in the Promotion will be reviewed by a representative of The Promoter ("Validation").

Claimants must allow three (3) business days for Validation to be completed.

If a claim is deemed valid the Eligible Claimant will receive an email notifying that their claim is valid.

Depending on their chosen Michelin Cashback reward delivery may take ten (10) business days for a Prepaid Eftpos card or five (5) business days for an EFT (bank transfer), following approved email confirmation.

If a claim is deemed invalid, the Eligible Claimant will receive an email notifying them that their claim is invalid, reasons why (such as but not limited to the purchase receipt provided being unclear) and, if applicable, next steps. The Eligible Claimant will have seven (7) business days from the date of the notification email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter reserves the right to deem any claim submitted invalid if an Eligible Claimant fails to provide the required information within the time specified.

Rewards:

Each Michelin Cashback reward will be a relevant value corresponding to their set of 4 or more Participating Product purchased, as follows:

The following will receive a **\$50 Michelin Cashback**

| Treads | 16" and Below | 17" and 18" |
|----------|---------------|-------------|
| AGILIS | \$50 | \$50 |
| AGILIS 3 | \$50 | \$50 |

The following will receive a **\$80 Michelin Cashback**

| Treads | 16" and Below |
|----------------|---------------|
| E PRIMACY | \$80 |
| E PRIMACY ST | \$80 |
| ENERGY SAVER + | \$80 |
| ENERGY SAVER 4 | \$80 |
| ENERGY XM2+ | \$80 |
| PRIMACY 3 | \$80 |

| | |
|--------------|------|
| PRIMACY 3 ST | \$80 |
| PRIMACY 4 | \$80 |
| PRIMACY 4 ST | \$80 |
| PRIMACY 4+ | \$80 |

The following will receive a **\$100 Michelin Cashback**

| Treads | 17" and 18" |
|----------------|-------------|
| E PRIMACY | \$100 |
| E PRIMACY ST | \$100 |
| ENERGY SAVER + | \$100 |
| ENERGY SAVER 4 | \$100 |
| ENERGY XM2+ | \$100 |
| PRIMACY 3 | \$100 |
| PRIMACY 3 ST | \$100 |
| PRIMACY 4 | \$100 |
| PRIMACY 4 ST | \$100 |
| PRIMACY 4+ | \$100 |

The following will receive a **\$120 Michelin Cashback**

| Treads | 19" and Above |
|----------------|---------------|
| E PRIMACY | \$120 |
| E PRIMACY ST | \$120 |
| ENERGY SAVER + | \$120 |
| ENERGY SAVER 4 | \$120 |
| ENERGY XM2+ | \$120 |
| PRIMACY 3 | \$120 |
| PRIMACY 3 ST | \$120 |
| PRIMACY 4 | \$120 |
| PRIMACY 4 ST | \$120 |
| PRIMACY 4+ | \$120 |

Claim Limit:

One claim per consumer permitted, with a strict limit of one (1) redemption per Qualifying Transaction/invoice, regardless of whether the number of eligible Participating products purchased in that transaction is in excess of four (4) Michelin passenger or light truck Participating products.

Note: Fleet and trade purchases by Eligible Individuals are excluded and will not qualify for entry in this Promotion.

Prepaid Eftpos Card Activation and Expiry:

Prepaid Eftpos cards are issued by iGoDirect and terms and conditions apply.

The Prepaid Eftpos cards must be activated online at <https://indigo.cometrue.com.au/> or by phoning card helpline 1800 446 347 within six (6) months from the date of the letter provided with the Prepaid Eftpos card, otherwise the funds will be forfeited.

Prepaid Eftpos cards are valid for twelve (12) months from the date of the card is provided (subject to the activation period) with the Prepaid Eftpos card or when the entire value has been exhausted, whichever occurs first. At expiry, any remaining available balance will be forfeited.

General Conditions:

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Any values stated in these Terms and Conditions are in Australian Dollar/Recommended Retail Price/including GST.
6. The Promotion may be extended at the Promoter's absolute discretion.
7. Claimants can only participate in the Promotion in their own name. Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Cashback Card to the ineligible person. Payment of the Cashback Card value to the Promoter may be required by the Promoter if this occurs.
9. Incomplete, indecipherable, or incorrect claims will be deemed invalid. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Cashback Card because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.
11. The Promoter does not warrant that the claim mechanism will be available, or the Participating Retailers will be open, at all times during the Promotion Period.
12. The Promoter is not responsible for any undelivered emails due to a claimant's spam filters or email settings.
13. The Promoter shall not be liable for a Cashback Card being lost, deleted, stolen, damaged or tampered with in any way before it reaches a claimant or after it has been released to a claimant.
14. Any costs associated with accessing the Promotion or Cashback Card provider's website or associated with redeeming a Cashback Card are the claimant's responsibility and are dependent on

the internet service provider used. Eligible Claimants must submit their claim manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.

15. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:

- a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;
- b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or
- c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

16. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

17. As a condition of claiming a Cashback Card, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Cashback Card suppliers in their absolute discretion.

18. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.

19. Cashback Cards must be taken as offered and may not be varied. Cashback Cards are not transferable, exchangeable, or redeemable for cash. If a Cashback Card is unavailable for any reason, the Promoter reserves the right to substitute another Cashback Card of equal or greater value for that Cashback Card, or element of it, subject to the approval of any relevant authority.

20. Except for any liability that cannot be excluded by law, the Promoter (including its officers, employees and agents) excludes 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 the Promotion, including, but not limited to, where arising out of the following: (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 variation in Cashback Card value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by a claimant; or (f) use of a Cashback Card.

21. The:

- (a) Promoter, the Promoter's related entities, the Participating Retailers and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in this clause, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Cashback Card, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

22. Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

23. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

24. Immediately upon submission by a claimant, their claim becomes the sole property of the Promoter.

25. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding Cashback. By participating in this Promotion, the Claimant also confirms their consent to receiving future promotional materials from the Promoter and/or their affiliates by email or text message. The Claimant may withdraw their consent at any time by following the link providing in such promotional material.

26. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

27. The Promoter's privacy policy can be found at <https://www.Michelin.com.au/privacy-policy>

The Privacy Policy contains information on:

- a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If a claimant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in this Privacy Policy.

28. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.