

MICHELIN 'UP TO \$100 CASH BACK' PROMOTION

CASH BACK – at TYREPLUS and MICHELIN Service Centre Dealers

TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period

1. Information on how to enter form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
2. Promotion commences at 7.30am AEDST in Participating Dealers on 1 November 2017 and ends at close of business in Participating Dealers on 31 December 2017.
3. Purchase a set of four (4) or more MICHELIN passenger car tyres with a diameter of 16 inches and below or a set of four (4) MICHELIN light truck tyres to receive \$50 instant cash back via instant redemption. Purchase a set of four (4) or more MICHELIN passenger car tyres with a diameter of 17 inch and above or a set of four (4) MICHELIN recreational tyres to receive \$100 instant cash back-. There is a strict limit of one (1) instant cash back promotion per Qualifying Transaction (as defined below), regardless of whether the number of tyres purchased in that transaction is in excess of four (4) MICHELIN passenger car, recreational or light truck tyres.
4. Qualifying products eligible for the \$50 instant cash back promotion are MICHELIN passenger car tyres with a diameter of 16 inch and below and MICHELIN light truck tyres. Qualifying products eligible for the \$100 instant cash back promotion are MICHELIN passenger car tyres with a diameter of 17 inch and above and MICHELIN recreational tyres.

Cash Back - Instructions

5. TYREPLUS, MICHELIN Service Centres: Individuals who complete a Qualifying Transaction at a TYREPLUS, MICHELIN Service Centre Dealer will be awarded instant cash back at the time of the Qualifying Transaction.
6. In order to qualify for this Promotion, individuals must purchase, in a single transaction, a set of four (4) or more MICHELIN passenger car, SUV or light truck tyres in Australia between 7.30am AEDST on 1 November 2017 and close of business on 31 December 2017 ("**Qualifying Transaction**") at a Participating Dealer. "**Participating Dealers**" will be any store in Australia that display advertising material for this Promotion during the promotional period and are listed at www.michelin.com.au.
7. Fleet, trade and wholesale purchases are excluded and will not qualify for entry in this promotion.

Michelin Man Figurine – Instructions

8. Eligible customers will receive one (1) 'Michelin Man Collectable Figurine' ("**Gift**") if they have successfully met Clauses 1 to 7 above in order to receive the gift for each Qualifying Transaction.

9. Gifts are not transferable or exchangeable and no cash alternative is available. This Gift cannot be used in conjunction with any other offer or promotion.
10. Gifts are subject to availability and while stocks last.
11. Subject to clauses 8 to 10 above, this gift will be available at all TYREPLUS and MICHELIN Service Centre dealers at the point of purchase.
12. The Promoter makes no representation or warranty in relation to the Gift provided and to the fullest extent permitted by law, we shall have no liability to you in relation to the Gift, its fitness for purposes, merchantability or otherwise.

General

13. Information and terms set out here (including instructions on how to enter) form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
14. The Promoter's decision is final and no correspondence will be entered into.
15. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend or modify the cash back promotion, subject to any written directions from a relevant regulatory authority.
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, 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 entrant; or (b) subject to any written directions from a regulatory authority where required, to modify, suspend, terminate or cancel the Promotion, as appropriate.
17. 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**").
18. 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 variation in value to that stated in these Terms and Conditions; (e) any tax liability incurred by an entrant or (f) the Promotion.
19. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.

20. 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 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 www.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. All entries become the property of the Promoter. Subject to this clause 20, the Promoter will not disclose entrant's PI to any entity outside of Australia. Each entrant in this promotion acknowledge and consent to the collection, processing, transfer etc of PI by the Promoter.
21. 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.