

TYREPLUS ROAD HAZARD WARRANTY
TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period

1. The TYREPLUS Road Hazard Warranty commences at 9am AEDST on 29 October 2018 and will run until 31st December 2019 to Participating TYREPLUS Dealers.
2. In order to be eligible for the TYREPLUS Road Hazard Warranty promotion ("**Promotion**"), customers must purchase, in a single transaction a set of two (2) or more Michelin Group branded (Michelin, BFGoodrich Advantage, Uniroyal) passenger car or SUV tyres ("**Tyres**" or "Tyre", as applicable) with a wheel alignment on same vehicle, specified as being eligible for this Promotion from any Participating TYREPLUS Dealer in Australia from 9am AEDST on 29 October 2018 until 31st December 2019. ("**Qualifying Transaction**") – The specified Tyres are set out in paragraph 3 below. "**Participating TYREPLUS Dealers**" will be any TYREPLUS dealers in Australia that display advertising material for this Promotion during the promotional period.
3. This Road Hazard Warranty only applies to the following Tyres/ tyre patterns: Energy XM2, Energy Saver+, Energy E-V, Primacy 3, Primacy 3ST, Primacy 4, Pilot Sport 4, Pilot Sport 4S, Latitude Cross, Latitude Sport, Latitude Sport 3, Latitude Tour HP, Primacy SUV, Advantage T/A Drive, SUV, and TIGERPAW 3, AS65, GTZ AS. Run flat or Zero Pressure tyres are not covered under this warranty.
4. This Warranty applies only to damage to Tyres caused by colliding with gutters, potholes or foreign objects on tarmac roads within Australia ("**Road Hazards**"). Whether the tyre damage is caused by Road Hazards shall be finally determined by Michelin in its sole discretion, acting reasonably. A customer will not be entitled to a replacement under this Promotion if the damage to Tyres was caused: by an act of vandalism, theft, wilful abuse and neglect; Use in motorsport, and non-tarmac roads; Use in other than normal driving conditions or in commercial situations such as taxis, hire cars etc.; As a result of improper use or operation, including without limitation improper inflation pressure, overloading, use of an improper rim, vehicle misalignment, tyre/wheel assembly/ imbalance or other vehicle conditions, defects or characteristics, worn suspension components, improper mounting or demounting, misuse, misapplication, negligence, tyre spinning, tyre chain damage, chemical contamination (such as sealers, fillers etc.), fire or other externally generated heat, water or other material trapped inside the tyre during mounting, tyre alteration, racing or competition use, failure to rotate properly or regularly, or to properly maintain tyres.

This Warranty is not valid on damage to Tyres that can be legally repaired (as per Australia Standard 1973- AS1973-1993), including but not limited to a nail penetrating the tread. In the event of a damage to Tyres that can be repaired, participating dealer will repair the Tyres free of charge (subject to paragraph 4) within 12 months from the date of purchase.

5. Subject to paragraph 4, if a Road Hazard causes damage to a Tyre specified above, that Tyre will be repaired if it is legally repairable or replaced with an equivalent Michelin Group branded tyre of the same size and pattern, if available. If not available, a comparable quality tyre will be substituted. The repair under this Warranty is free of charge to Tyres which are damaged by a Road Hazard. If replacement is required under this Warranty, it is free of charge (excluding any fitting charges) to Tyres which are damaged by a Road Hazard in the first 25% of the

useable tread-life of the tyre, or 12 months from the date of purchase, whichever occurs first.

Fleet, trade and wholesale purchasers are excluded and will not qualify for entry.

Entry Instructions

In the event the customer wishes to return the Tyres purchased from 9am AEDST on 29 October 2018 until further notice (“**Promotional Period**”) for any reason excluding those listed as invalid, as listed in paragraph 3 above, within these Terms and Conditions, the following criteria must be met by the customer:

- (a) the customer has purchased a set of two (2) ‘Tyres’ with a wheel alignment on the same vehicle at a Participating TYREPLUS Dealer during the promotional period and registered the warranty online at www.tyreplus.com.au;
- (b) the customer has retained their original purchase receipt(s)/invoice(s) for all entries as proof of purchase. Purchase receipt(s)/invoice(s) must clearly specify the Participating TYREPLUS Dealer from whom the Tyres were purchased, what Tyres were purchased, the wheel alignment service and the date and time the purchase was made;
- (c) return has been made within 12 months of purchase receipt date;
- (d) provide evidence (if requested), 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, race circuit activities or competitive events, removed from the original vehicle on which they were installed during the previous 12 month period; and
- (e) the Tyres are damaged by a Road Hazard in the first 25% of the useable tread-life of the tyre, or 12 months from the date of purchase, whichever occurs first.

In order to return the Tyres under the Promotion, Tyres and purchase receipt must be presented to sales staff at the place of purchase within 12 months of date of receipt.

Upon presentation of the Tyres and receipt, TYREPLUS sales staff will undertake an inspection and subsequent assessment of the Tyres fitted on the vehicle. The outcome of the repair or replacement shall be determined by the sales staff based on the findings of the inspection and the criteria set out in these Terms and Conditions.

Repairs or Replacements applied under this Promotion will only be processed following the inspection process by sales staff of the Participating TYREPLUS Dealer.

7. If the customer is deemed eligible for a repair or replacement under the Promotion, the customer will be required to provide the TYREPLUS sales staff with certain information in order to assist with the validation and replacement of the Michelin,

BFGoodrich Advantage, Uniroyal tyre of the same size and pattern. In the event the customer refuses or is unable to provide the requested information, dealer has the right to refuse repair or replacement of tyres.

8. Repair or Replacements will be processed by the Participating TYREPLUS Dealer upon satisfactory completion of the inspection process and the validation of information provided by the customer ("**Claim Approval**").
9. In the event of a replacement, following the completion of the replacement tyre by the Participating TYREPLUS Dealer, the returned Tyres shall no longer be the property of the customer and shall be retained by the Participating TYREPLUS Dealer.
10. Neither the Promoter nor the Participating TYREPLUS Dealer will be liable for loss of time or use, inconvenience or any incidental or consequential damage caused to the customer arising from the customer participating in this Promotion.

General

11. Information on how to enter form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
12. Multiple entries by the same customer are permitted, subject to the following: only one (1) entry being permitted per Qualifying Transaction (regardless of the number of eligible tyres in excess of two (2) purchased in that Qualifying Transaction).
13. The Promoter's decision is final and no correspondence will be entered into.
14. 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.
15. 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.
16. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.
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 TYREPLUS 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 (f) the Promotion.
19. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.
20. 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.