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“MICHELIN AUSTRALIA PTY LTD - FACEBOOK GIVEAWAY TERMS AND CONDITIONS

Eligibility Requirements and the Promotional Period

1. Entry is only open to Australian residents aged 18 years or over (“**Eligible Individuals**”). Excluded Persons are employees of the Promoter and agencies associated with this Promotion and their immediate families. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
2. Promotion commences 01 August 2024 and ends 31 August 2024

Entry Instructions

3. In order to qualify for entry, Eligible Individuals must share their details in the entry form on BFGoodrich AUNZ Facebook page or on BFGoodrich.com.au (BFGoodrich Australia website), during the promotion period.
4. There is a strict limit of (1) entry per Facebook user or per person.
5. An Eligible Individual having satisfied the criteria set out in Clause 3 will receive a prize (“**Qualified Individual**”).

General

6. Information and terms set out herein on e.g. how to enter and the prizes form part of these Terms and Conditions. Participation in this Promotion is deemed acceptance of these Terms and Conditions.
7. The Promoter reserves the right, at any time, to verify the validity of information supplied pursuant to this Promotion by Eligible Individuals, Qualified Individuals or the Winners (including identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete or indecipherable entries and transactions will be deemed invalid.
9. Multiple entries by the same Eligible Individual are not permitted.

10. If there is a dispute as to the identity of a Qualified Individual or an Eligible Individual, the Promoter reserves the right, in its sole discretion, to determine the identity of the Qualified Individuals or Eligible Individuals.
11. The first 250 Qualified Individuals will be declared winners by the Promoter on 05th September 2024 subject to the conditions below been completed:
 - (a) A completed entry form on BFGoodrich AUNZ Facebook page during the promotion period.
OR
 - (b) A completed entry form on BFGoodrich.com.au (BFGoodrich Australia website), during the promotion period.
12. Based on the above criteria, Qualified Individuals will then be determined winners ("**Winner**").
13. The Winners will be notified by email within five (5) business days of the selection.
14. The Promoter's decision is final and no correspondence will be entered into.
15. All prizes will be delivered from 26th September 2024 onwards.

The Prize

16. Winners will win (1) one YETI/BFGoodrich Tumbler 10oz.
17. 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 Prize, subject to any written directions from a relevant regulatory authority.
18. If the Prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the Prize with a prize or gift to the equal value and/or specification, subject to any written directions from a regulatory authority where required.
19. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash, unless stated otherwise by the Promoter.
20. 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.
21. Any cost associated with accessing any promotional website or social media is the entrant's responsibility and is dependent on the internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted/made by that entrant invalid.

22. 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**").
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter is 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 or prize 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 Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by the Winner or entrants; (f) use/redemption of a Prize; (g) taking of/participation in the Prize and/or attendance at a Prize event/location or if a Prize event is cancelled or rescheduled for reasons outside of the Promoter's control; or (h) the Promotion.
24. As a condition of accepting the Prize, the Winner may be required to sign any legal documentation in the form required by the Promoter and/or suppliers and service providers of the Prize in their absolute discretion, including but not limited to a legal release and indemnity form.
25. 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 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. Each entrant in this Promotion including the Winner acknowledges and consents to the collection, processing, transfer etc of PI by the Promoter.
26. 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.