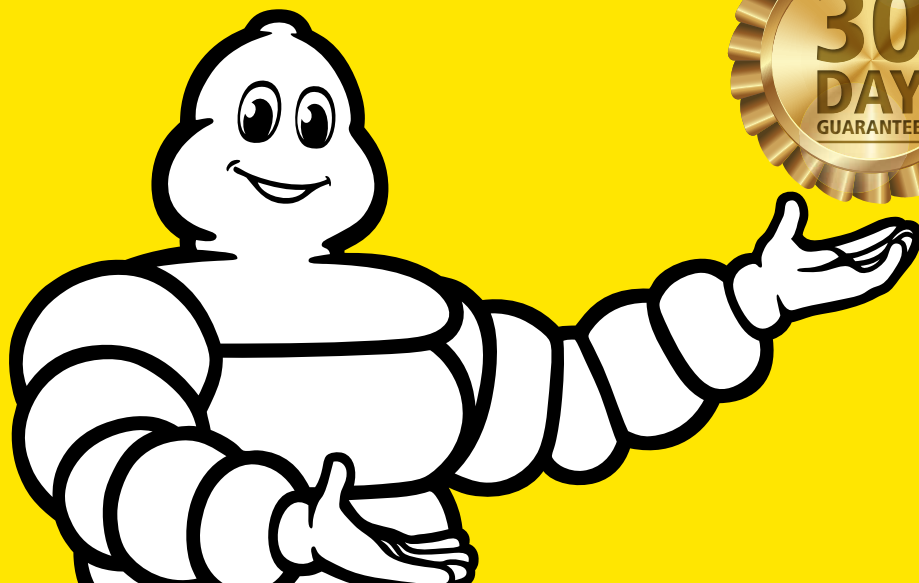


# ***A SAFE JOURNEY STARTS WITH THE RIGHT TYRE***

***ENJOY PEACE OF MIND WITH  
THE MICHELIN 30 DAY  
SATISFACTION GUARANTEE\****



## ***MICHELIN PROMOTION DEALER HANDBOOK***

***1 JANUARY - 31 DECEMBER 2020***

[www.michelin.com.au](http://www.michelin.com.au)



# TERMS USED

## **PROMOTION**

The MICHELIN 30-Day Satisfaction Guarantee.

## **TYRES**

A set of four (4) or more MICHELIN passenger car, recreational or light truck Tyres specified as being eligible for this Promotion.

## **CUSTOMER**

The individual person who purchases Tyres (exclusive of Fleet, trade and wholesale purchasers).

## **PROMOTER**

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

## **PARTICIPATING DEALER**

Any Authorised Dealer in Australia that display advertising material for this Promotion during the Promotional Period.

## **QUALIFYING TRANSACTION**

Tyres purchased from a Participating Dealer during the Promotional Period.

## **PROMOTIONAL PERIOD**

Commences at 12am AED/ST on 1 January 2020 and ends at close of business in Participating Dealers on 31 December 2020.

## **CLAIM APPROVAL**

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.

# **TERMS USED**

## **RECEIPT**

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 and then submitted to the promoter.

# ELIGIBILITY REQUIREMENTS AND THE PROMOTIONAL PERIOD

1. The **Promotion** commences at 9am AEDST on 1 January 2020 and ends at close of business in **Participating Dealers** on 31 December 2020.

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2. In order to be eligible for the **Promotion**, the **Customer** must purchase, in a single transaction a set of four (4) or more MICHELIN passenger car, recreational or light truck **Tyres** specified as being eligible for this **Promotion** from a selected **Participating Dealer** in Australia between 9am AEDST on 1 January 2020 and close of business on 31 December 2020. **Participating Dealers** will be any Authorised Dealer in Australia that display advertising material for this **Promotion** during the **Promotional Period**.

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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**.

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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, use in any racing-related and / or race circuit activities or competitive events, 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.

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

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6. The **Promotion** is not transferrable.

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7. The **Promotion** applies to **Tyres** fitted to wheels on a vehicle, not **Tyres** fitted to loose wheels.

# ENTRY INSTRUCTIONS

- 1.** In the event the **Customer** wishes to return the **Tyres** purchased between 9am AEDST on 1 January 2020 and close of business on 31 December 2020, **Promotional 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 set of four (4) or more **Tyres** at a **Participating Dealer** during the **Promotional Period**;
  - b.** The **Customer** has retained their original purchase **Receipt** for all entries as proof of purchase. **Receipt** must clearly specify the
  - c. Participating Dealer** from whom the **Tyres** were purchased,
    - i.** **Customer** Name & Address,
    - ii.** Vehicle Details including Registration/VIN, Make, Model, Odometer Reading at date of fitment,
    - iii.** What **Tyres** were purchased and
    - iv.** The date the purchase was made.
  - d.** Claim has been made within 30 days of purchase **Receipt** date;
  - e.** The **Customer** may need to provide evidence (if requested) as per clause.

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- 2.** 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.

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- 3.** 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.

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- 4.** The outcome of the refund or **Claim Approval** will be determined by the staff based upon the findings of the inspection as per the criteria set out in these Terms and Conditions and in consultations with their contact/representative of the **Promoter**.

# ENTRY INSTRUCTIONS

- 5.** Refunds applied under this **Promotion** will only be processed following the inspection by staff member of the **Participating Dealer**. A Michelin 30 Day Satisfaction Guarantee Examination Form must be completed (1 form per tyre). This form can be downloaded by the **Participating Dealer** from Michelin eOrder website (www.michelin-eorder.com.au/news or cs.support@michelin.com or 1300 727 878 ) or obtained from **Promoter** representative/agent and completed with signatures of both the **Participating Dealer** and **Customer** as well as supporting documentation

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

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- 7.** 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**.

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- 8.** The **Promoter** may provide a refund/exchange without sighting returned **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.

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- 9.** 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, nonstandard additions, maintenance history, pressure readings & tyre placard.

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- 10.** Information provided by the **Customer** may be entered into a database and used by the **Promoter**, the **Promoter's** related entities and agencies engaged

# ENTRY INSTRUCTIONS

by the **Promoter**, for the **Promoter's** current and future Promotional 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.

- 11.** The **Promoter** 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.
  
- 12.** 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 and retained by the **Promoter**.

- 1.** Multiple claims by the same **Customer** are permitted, subject to the following: only one (1) claim being permitted per **Qualifying Transaction** (regardless of the number of eligible **Tyres** in excess of four (4) purchased in that Qualifying Transaction).

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

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- 3.** 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.

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

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- 5.** 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.

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- 6.** Any cost associated with accessing any Promotional website is the entrant's responsibility and is dependent on the internet service provider used.

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- 7.** 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").



- 8.** 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**.
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- 9.** This offer cannot be used in conjunction with any other offer, unless stated otherwise by the **Promoter**.
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- 10.** 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.

Michelin Australia Pty Ltd  
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