

“MICHELIN BICYCLE TYRE - WIN A MICHELIN PROMOTION PACK”

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. 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.
4. Entries into the promotion open on **25th March 2024** and close with last entry to be received by **5th May 2024 11.59pm ASED** (“Promotional Period”).
5. To enter and complete a Qualifying Transaction individuals, during the Promotional Period, can enter via entry form on Michelin AUNZ Facebook or by scanning the QR code provided on promotional material; follow the prompts to the competition page and input the requested details (first name, last name, date of birth, email address, mobile number, full address and state/territory of residence), nominated dealer as either listed in drop down box or entered in manually.
6. Multiple entries not permitted by the same entrant using the same email address, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s 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 will be deemed invalid.
9. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
10. The draw will take place at the Promoter’s agent, EVT Incentive Marketing International Tower One, Level 35, Suite 56, 100 Barangaroo Av Sydney NSW Australia 2000, on **10.00am 9TH May 2024**. The Promoter will draw additional reserve entries and record them in order in case an invalid entry, ineligible entrant is drawn or due to any unclaimed prize. The winners will be notified by email within seven (7) business days of the draw and are required to acknowledge acceptance of the prize within 7 business days of notification by reply email.

11. Any unclaimed prizes will be offered to the reserve entries in recorded order and are required to be acknowledged and accepted within 7 business days of notification by reply email. Thereafter any unclaimed prizes will be forfeited with no future redemptions possible.
12. The Promoter's decision is final, and no correspondence will be entered into.
13. The first six valid entries drawn will win a Michelin Bicycle Michelin Promotional Pack, including Backpack, Hat, Key Ring, Water Bottle, Stickers and 2 Michelin bicycle tyres of winner's choice. RRP value of AU\$300.00 incl GST per pack. Promotional Pack items are subject to product availability and may be substituted to items of equivalent \$ value.
14. The six winners drawn will go into a second draw for only one winner to have the opportunity to have Michelin Man deliver their prize pack in person as per their nominated store via the entry form subject to pre-approval of store owner. In the event store delivery is not possible then prize pack will be delivered to persons nominated location within a 50km radius of CBD.
15. In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify, or suspend the promotion or suspend, substitute or modify a prize, subject to any written directions from a relevant regulatory authority.
16. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is up to AU\$1800.00.
18. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
19. 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, unauthorized 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, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. 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 by that entrant invalid.
21. 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"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.

22. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized 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) (f) any tax liability incurred by a winner or entrant; or (g) taking of the prize.

23. 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 <https://www.michelin.com.au/privacy-policy>. 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. The Promoter will not disclose PI to any entity outside of Australia.

24. The Promoter is Michelin Australia Pty Ltd (ABN 84 006 761 628) 51-57 Fennell Street, Port Melbourne, VIC 3207 Australia telephone 03 8671 1000 ("Promoter").

ACT Permit No. N/A