

## **“MICHELIN JAPAN MOTOGP CONSUMER” PROMOTION**

### **CONSUMER - 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 and New Zealand 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 06/01/25 and close at close of business at Participating Dealerships (defined below) on 15/08/25 (“Promotional Period”).
5. A participating dealership is any dealership in Australia and New Zealand that stocks the Eligible Products (defined below) and displays material relating to the promotion during the Promotional Period (each a “Participating Dealership”).
6. To be eligible to enter, individuals must, in a single transaction, purchase any two (2) Michelin Motorcycle Tyres listed within Annexure A (each an “Eligible Product”) from a Participating Dealership and have the Eligible Product fitted to their motorcycle by the Participating Dealer during the Promotional Period (“Qualifying Transaction”).
7. To enter, individuals must then, during the Promotional Period, scan the QR code on the promotional materials and follow the prompts to the promotion entry page, input the requested details (first name, last name, date of birth, email address, mobile number, full address and country of residence), upload a photo of their purchase receipt and submit the fully completed entry form.
8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the number of Eligible Products purchased in excess of two (2) in that Qualifying Transaction); and (b) each entry must be submitted separately and in accordance with entry requirements.
9. Entrants must retain their original purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. All purchase receipt(s) must clearly identify the dealership of purchase (which must be a Participating Dealership), the product purchased (which must be an Eligible Product), the date of purchase (which must be during the Promotional Period and prior to the online entry) and the vehicle to which the tyres were fitted (including registration, make, model and odometer reading at date of fitment of tyre).
10. 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.

11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. The draw will take place at EVT Incentive Marketing International Tower One, Level 35, Suite 56, 100 Barangaroo Av Sydney NSW Australia 2000 on 19/08/25 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified by email within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online at [www.michelin.com.au](http://www.michelin.com.au) on 26/08/25.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a trip for two (2) adults to the 2025 Japan MotoGP valued at up to AUD\$37,841 (depending on point of departure).
16. Prize includes:
  - Two (2) x return economy airfares from the winner's Australian or New Zealand nearest capital city to Motegi, Japan;
  - One (1) x double king room at the Fairfield by Marriott Tochigi Motegi for four (4) nights from 25/09/25 - 29/09/25 (includes daily breakfast);
  - Arrival and departure airport transfers to the accommodation in Motegi, Japan for two (2) adults;
  - Return track transfers on 27/09/25 and 28/09/25;
  - Two (2) x 2-day Apex VIP Village tickets for the Japan MotoGP including:
    - Team garage experience;
    - Meet & greet with selected rider(s);
    - MotoGP premier lounge hospitality;
    - Two (2) day paddock access;
    - Guided paddock tour;
    - Grid access for support race;
    - Inside MotoGP Q&A;
    - Pit lane walk; and
    - MotoGP World Champions Trophy access.
  - Communications including registration and trip management for all winners and trip itinerary

Spending money, additional meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken between 25/09/25 – 29/09/25 to coincide with the 2025 Japan MotoGP event with flights departing on 25/09/25 and is subject to booking and flight availability.

17. The winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.

18. The 2025 Japan MotoGP ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
19. The “meet and greet” element of the prize provides the winner (and their companion) with an opportunity to meet one or more riders from the 2025 Japan MotoGP event. This element of the prize is not guaranteed and is subject to the goodwill of the riders on the day. The Promoter accepts no responsibility and will not offer any alternative in the event that this element cannot be offered for any reason whatsoever.
20. 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.
21. Subject to the unclaimed prize draw clause, if for any reason the winners do not take the prize (or the element of the prize) by the time stipulated by the Promoter, then the prize (or the element of the prize) will be forfeited.
22. 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.
23. Total prize pool value is up to AUD\$37,841.
24. Prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
25. A draw for the prize, if unclaimed, may take place on 16/09/25 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner (if one is required) will be notified by telephone and email within seven (7) days of the draw and their details will be published (first initial, surname and postcode) online [www.michelin.com.au](http://www.michelin.com.au) on 23/09/25.
26. 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.
27. 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, to modify, suspend, terminate or cancel the promotion, as appropriate.
28. Any cost associated with accessing the promotional website is the entrant’s responsibility and is dependent on the Internet service provider used.

29. 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.
30. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("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.
31. 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, 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) if the 2025 Japan MotoGP event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking of the prize.
32. 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 or New Zealand 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> or <https://www.michelin.co.nz/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 or New Zealand 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 and New Zealand.
33. 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**").

**NSW AUTHORITY TP/03342. ACT PERMIT NO. TP24/03036. SA PERMIT NO. T24/2332.**

## Annexure A

### Eligible Products

#### Eligible Michelin Motorcycle Tyres:

- City Extra
- City Grip
- Pilot Street
- ACS
- Power Shift
- Anakee Street
- Pilot Road 4 SC
- Pilot Road 3 SC
- S83
- Pilot MotoGP
- M35
- Reggae
- Power Performance
- Power Cup 2
- Power Cup Evo
- Scorcher
- Commander
- Power Slick 2
- Anakee (excluding Anakee Street Scooter tyres)
- Starcross
- Enduro
- Desert Race
- Tracker
- Trial
- Road 6
- Power 6
- Power GP2
- Pilot Street Radial