

TERMS & CONDITIONS

Promotion:

Michelin Gift with Purchase x Mercedes-Benz, 2024

The Offer:

Claim an exclusive gift from MICHELIN when you buy 4 or more selected MICHELIN tyres and a fit from your Mercedes-Benz dealer

The Promoter:

Michelin Australia Pty Ltd
ABN 84 006 761 628
51-57 Fennell Street,
Port Melbourne, VIC 3207
Phone (03) 8671 1000

Promotion Type:

Michelin Gift with Purchase with purchase and fit of Michelin tyres from selected Mercedes-Benz via redemption

Purchase Period:

Purchase Period commences 1 June 2024

Purchase Period concludes 30 June 2024

Offer Ends:

Offer ends 31 JULY 2024 11:59 PM, up to which claims can be made

Participating Retailers

Participating retailers are selected Mercedes-Benz dealer as per the following;

Legal Trading Name	Legal Address	Legal Suburb	Legal State	Legal Postcode
Mercedes-Benz Sydney	43-47 ORIORDAN STREET;;	ALEXANDRIA	NSW	2015
Mercedes-Benz Gosford	373 Mann Street;; Cnr of Perak & Bassett Street;;	GOSFORD	NSW	2250
G Brothers		MONA VALE	NSW	2103
Mercedes-Benz Castle Hill	29 BRUMBY STREET;;	SEVEN HILLS	NSW	2147
Mercedes-Benz North Shore	66 Dickson Avenue;;	ARTARMON	NSW	2064
		WARWICK		
Peter Warren Automotive Mercedes-Benz Melbourne	13 Hume Highway;;	FARM	NSW	2170
Airport	21-23 Gowrie Park Drive;;	TULLAMARINE	VIC	3043
Silver Star Motors (Doncaster)	835 Doncaster Road;;	DONCASTER	VIC	3108

Mercedes-Benz Toorak	29 Madden Grove ;;	RICHMOND	VIC	3121
Mercedes-Benz Ringwood	385 Maroondah Highway;;	RINGWOOD	VIC	3134
		FERNTREE		
F.W. Graunke	748 Burwood Highway;;	GULLY	VIC	3156
Mercedes-Benz Waverley	769 Springvale Road;;	SPRINGVALE	VIC	3171
Mercedes-Benz Brighton	988 Nepean Highway;;	MOORABBIN	VIC	3189
		SOUTH		
Mercedes-Benz Melbourne	135 Kings Way;;	MELBOURNE	VIC	3205
Mercedes-Benz Melbourne -		PORT		
Vans Service	299 Williamstown Road;;	MELBOURNE	VIC	3207
Mercedes-Benz Geelong	1 Settlement Road;;	BELMONT	VIC	3216
Mercedes-Benz Berwick	518 Princes Highway;;	BERWICK	VIC	3806
	194 BREAKFAST CREEK			
Mercedes-Benz Brisbane	ROAD;;	Newstead	QLD	4006
Mercedes-Benz Brisbane	83 FISON STREET;;	Eagle Farm	QLD	4009
		FORTITUDE		
Mercedes-Benz Brisbane	824 ANN STREET;;	VALLEY	QLD	4006
	20 Sir Donald Bradman			
Mercedes-Benz Adelaide	Drive;;	MILE END	SA	5031
		EDWARDSTOW		
F. Wann Motors	884 South Road;;	N	SA	5039
Mercedes-Benz Newcastle	1 Pacific Highway;;	Bennetts Green	NSW	2290
West Orange Motors	32 Forbes Road ;;	ORANGE	NSW	2800
Sandersons Rushcutters Bay				
SP	49 McLachlan Avenue;;	Rushcutters Bay	NSW	2011
Mercedes-Benz Dubbo	59 Victoria Street;;	DUBBO	NSW	2830
Mercedes-Benz Parramatta	306 CHURCH STREET;;	GRANVILLE	NSW	2124
Valley Star Prestige Motors	250 Maitland Road;;	Cessnock	NSW	2325
MERCEDES BENZ MOSMAN	430 MILITARY ROAD;;	MOSMAN	NSW	2088
Mercedes-Benz Tamworth	251-259 Marius Street;;	TAMWORTH	NSW	2340
Taree Motorama	54 Victoria Street;;	TAREE	NSW	2430
		PORT		
Andrew Miedecke Motors	100 Hastings River Drive;;	MACQUARIE	NSW	2444
		COFFS		
Mercedes-Benz Coffs Coast	4 Tolhurst Place ;;	HARBOUR	NSW	2450
		WAGGA		
Wagga Motors	45 DOBNEY AVENUE;;	WAGGA	NSW	2650
	281 - 301 ARGYLE			
Performance Automobiles	STREET;;	HOBART	TAS	7000
		WARRNAMBOO		
Callaghan Motors	1165 Raglan Parade;;	L	VIC	3280
Mercedes-Benz Ballarat	117-127 Main Road;;	Ballarat East	VIC	3350
North Star Mildura Motors	19-29 Orange Avenue;;	MILDURA	VIC	3500
	119 -141 Midland			
Mercedes-Benz Bendigo	Highway;;	EPSOM	VIC	3551
Ken Muston Automotive	205-215 BENALLA ROAD;;	SHEPPARTON	VIC	3630
Mercedes-Benz Mornington	29 TYABB ROAD;;	MORNINGTON	VIC	3931
		South		
Buckby Motors	71 Galvin Street;;	Launceston	TAS	7249
MERCEDES BENZ COOEE	181 BASS HIGHWAY;;	COOEE	TAS	7320

Mercedes-Benz Cairns	94 McLeod Street ;;	CAIRNS	QLD	4870
Mercedes-Benz Hervey Bay	96 Boat Harbour Drive;;	HERVEY BAY	QLD	4655
Mercedes-Benz Darwin	17-27 Stuart Highway;;	STUART PARK	NT	0820
Mercedes-Benz Van Centre Northside	609 South Road;;	Regency Park	SA	5010
Southpoint Star	81 Pinjarra Rd ;;	MANDURAH	WA	6210
Mercedes-Benz Canberra	CNR TOM PRICE ST & CANBERRA AV;;	FYSHWICK	ACT	2609
Mercedes-Benz Macarthur	CNR BLAXLAND RD & BADGALLY RD;;	CAMPBELLTOWN	NSW	2560
Baker Motors	490 YOUNG STREET;;	ALBURY	NSW	2640
Tynan Motors	1-11 KUMULLA ROAD;;	TAREN POINT	NSW	2229
Mercedes-Benz Castle Hill	29 BRUMBY STREET;;	SEVEN HILLS	NSW	2147
Mercedes-Benz Hornsby	120-124 Pacific Highway;;	WAITARA	NSW	2077
Advanced Automotive Solutions	100 Conway St;;	LISMORE NORTH	NSW	2480
Mercedes-Benz Wollongong	103 MONTAGUE STREET;;	WOLLONGONG	NSW	2500
3 Point Motors (Epping)	380 Cooper Street ;;	EPPING	VIC	3076
3 Point Motors (Fairfield)	484 Heidelberg Road;;	FAIRFIELD	VIC	3078
Mercedes-Benz Gippsland	5530 Princes Highway;;	TRARALGON	VIC	3844
Mercedes-Benz Sunshine Coast	65-73 Maroochy Boulevard;;	MAROOCHYDORE	QLD	4558
Mercedes-Benz Toowong	135 MOGGILL ROAD;;	TARINGA	QLD	4068
Mercedes-Benz Macgregor	603 MAINS ROAD;;	MACGREGOR	QLD	4109
Mercedes-Benz Gold Coast	11 SCOTTSDALE DRIVE;;	ROBINA	QLD	4226
DC Motors	CNR DERBY & CAMPBELL STREETS;;	ROCKHAMPTON	QLD	4700
Mercedes-Benz Townsville	85 Charters Towers Road;;	TOWNSVILLE	QLD	4810
North Jacklin	32-34 Gregory Street;;	MACKAY	QLD	4740
West-Star Motors	Cnr James and Hume Streets;;	TOOWOOMBA	QLD	4350
Mercedes-Benz Unley	363 Unley Road;;	MALVERN MOUNT	SA	5061
Carlin & Gazzard	5 - 11 CROUCH STREET SOUTH;;	GAMBIER	SA	5290
Westpoint Star	9 KING EDWARD ROAD;;	OSBORNE PARK	WA	6017
Stuttgart Autos	159 Burswood Road;;	Burswood	WA	6100
Diesel Motors	1093-1101 Albany Hwy;;	BENTLEY	WA	6102
Peter Wilkinson & Company	1 Adrian Street;;	WELSHPOOL	WA	6106
Mercedes-Benz Bunbury	63-65 FORREST AVENUE;;	BUNBURY	WA	6230

If in doubt, a claimant may ask a retailer whether they are participating in the Promotion

Eligible Claimants:

The Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding management and employees of the Promoter, its associated companies/subsidiaries, Participating Retailers and agencies associated with this Promotion.

“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.

The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

How to Participate:

To participate in the Promotion, an Eligible Claimant must:

- a) during the Purchase Period, purchase a set of 4 or more any Participating Product in a single transaction from a Participating Retailer (“Qualifying Purchase”);
- b) collect and retain a copy of their purchase receipt from their Qualifying Purchase; and
- c) Submit their claim for Gift With Purchase Via <https://rewards.michelin.com.au/> before July 31st 2024. Documentation to be supplied in order for the claim to be processed;
 - Invoice from eligible Mercedes-Benz dealer
 - Invoice must contain a description of Michelin product purchased
 - Invoice must show a purchase of 4 or more participating Michelin products
 - Invoice must contain name and phone number of participant making the claim through the claim portal
 - Invoice cannot be hand written or hand generated

Participating Michelin Products:

To remove any doubt, Participating Products are included within the list below:

MICHELIN Range

4X4 DIAMARIS
4X4 O/R XZL
E PRIMACY
E PRIMACY ST
ENERGY SAVER 4
ENERGY SAVER+
ENERGY XM2+
LATITUDE CROSS
LATITUDE SPORT
LATITUDE SPORT 3
LATITUDE TOUR

LATITUDE TOUR HP
LTX FORCE
LTX TRAIL
PILOT SPORT 3
PILOT SPORT 3 ST
PILOT SPORT 4
PILOT SPORT 4 ST
PILOT SPORT 4 SUV
PILOT SPORT 4S
PILOT SPORT 5
PILOT SPORT CUP 2
PILOT SPORT CUP 2 R
PILOT SPORT EV
PILOT SPORT PS2
PILOT SPORT S 5
PILOT SUPER SPORT
PRIMACY 3
PRIMACY 3 ST
PRIMACY 4
PRIMACY 4 ST
PRIMACY 4 SUV
PRIMACY ALL SEASON
PRIMACY SUV
PRIMACY SUV+

If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation, required by the Promoter to verify their identity, age, eligibility to participate in the Promotion and claim a Michelin Gift with purchase and compliance with these Terms and Conditions, and/or their Qualifying Purchase receipt/s that corresponds to the claim/s they have submitted in the Promotion.

If the documentation required by the promotor are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s submitted by the claimant will be deemed invalid.

It is the responsibility of the claimant to provide the required information.

Validation and Notification:

All claims submitted in the Promotion will be reviewed by Michelin Key Account Manager.

If a claim is deemed invalid the claimant will receive an email notifying that their claim is invalid.

Rewards:

Each Michelin Gift with Purchase claim will be aligned to their purchase of a set of 4 or more Michelin products mentioned above.

Claim Limit:

One claim per consumer permitted, with a strict limit of one (1) redemption per Qualifying Transaction/invoice, regardless of whether the number of eligible Participating products purchased in that transaction is in excess of four (4) Michelin Participating products depending on the promotion period.

Note: Fleet and trade purchases by Eligible Individuals are excluded and will not qualify for entry in this Promotion.

General Conditions:

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Terms and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Any values stated in these Terms and Conditions are in Australian Dollar/Recommended Retail Price/including GST.
6. The Promotion may be extended at the Promoter's absolute discretion.
7. Claimants can only participate in the Promotion in their own name. Claimants who make a purchase using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a retailer's ineligibility after the Promoter has awarded a Cashback to the ineligible retailer. Repayment of the cashback value to the Promoter may be required by the Promoter if this occurs.
9. Incomplete, indecipherable or incorrect claims will be deemed invalid. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their cashback because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
10. The Promoter does not warrant that the claim mechanism will be available, or the Participating Retailers will be open, at all times during the Promotion Period.
11. The Promoter is not responsible for any undelivered emails due to a claimant's spam filters or email settings.
12. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:

a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;

b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or

c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

13. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

14. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.

15. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 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 tax liability/implications incurred by a claimant.

16. The:

(a) Promoter, the Promoter's related entities, the Participating Retailers and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in this clause, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Cash Back Payment, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

17. Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

18. CAUTION: Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities

and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

PERSONAL INFORMATION

19. Immediately upon submission by a claimant, their claim becomes the sole property of the Promoter.

20. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding Cash Back. By participating in this Promotion, the Claimant also confirms their consent to receiving future promotional materials from the Promoter and/or their affiliates by email or text message. The Claimant may withdraw their consent at any time by following the link provided in such promotional material relevant cash back.

21. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

22. The Promoter's privacy policy can be found at <https://www.michelin.com.au/privacy-policy>

The Privacy Policy contains information on:

- a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If a claimant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in this Privacy Policy.

23. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.