### Michelin Gift with Purchase: April – May 2025

### PROMOTION SCHEDULE

PROMOTION NAME	Michelin Gift with Purchase: April - May 2025			
THE PROMOTER	Michelin Australia Pty Ltd, ABN: 84 006 761 628, 51-57 Fennell Street, Port Melbourne, VIC, 3207			
PROMOTION TYPE	Purchase a set of 4 or more selected Michelin tyres from participating retailers and receive up to a \$200 Prepaid Mastercard.			
PURCHASE PERIOD	The purchase period for eligible individuals as of Tuesday 1 <sup>st</sup> April 2025 at 9am AEDT and closes Saturday 3 May 2025 11:59pm AEST.			
CLAIM PERIOD	Eligible individuals have until Saturday 14 <sup>th</sup> June 2025 11:59pm AEST to submit a claim.			
ELIGIBILITY	Entry is only open to Australian residents aged 18 years or over ("Eligible Individuals"). Excluded persons			
REQUIREMENTS	are employees of the promoter and agencies associated with this Promotion (and their immediate families). Immediate family means any of following; spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, nephew, brother, sister, step-brother, step-sister or first cousin.			
	<ul> <li>To be eligible for entry in the promotion, an Eligible Individual must: <ul> <li>a) During the Purchase Period, purchase a set of 4 or more selected Michelin tyres in a single transaction from a Participating Retailer ("Qualifying Purchase"), purchases returned or exchanged will not be eligible;</li> <li>b) Collect and retain a copy of their purchase receipt from their Qualifying Purchase; and ensure the relevant product information is correctly displayed on their invoice for entry.</li> <li>c) Complete the required data fields on the entry form on the competition webpage ('Entry Instructions').</li> </ul> </li> </ul>			
HOW TO PARTICIPATE	full, through the Michelin Rewards webpage: <a href="https://www.michelin.com.au/auto-promotions">https://www.michelin.com.au/auto-promotions</a> Entry fields include first name, last name, email, phone number, state, participating dealer, participating			
	product, tyre size, date of purchase and invoice.  The rewards webpage may be accessed digitally by QR code, directly via the website or digital competition link (e.g. Michelin official Facebook/Instagram channels) as promoted by Michelin and participating retailers.  There is a strict limit of one (1) entry per qualifying purchase.  An eligible individual having satisfied the criteria set out in the 'Eligibility Requirements' will then qualify to participate in the Promotion ("Qualified Individual") becoming a "Participant".			
PARTICIPATING RETAILERS	Retailers participating in the Promotion includes any Michelin retailer listed in these terms and conditions, throughout Australia only. Participating Retailers and Michelin Associate Dealers may display Promotion materials in store. Participating dealers can be found in Appendix 1.			
ASSOCIATE DEALERS	At the discretion of Michelin, Associate Dealers not listed in the Terms at time of publishing may be added to the promotion, these dealers will be visible through the promotion webpage.			
	If in doubt, a claimant may ask a retailer whether they are participating in the Promotion.			

# PARTICIPATING MICHELIN PRODUCTS AND QUALIFICATION

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

Each Gift Card reward will be a relevant value corresponding to the set of 4 or more Participating Product purchased and relevant Mastercard value, as follows:

PRODUCT LIST					
Treads	17" and Below	18"-19"	20" and Above		
Agilis	\$50	N/A	N/A		
Agilis 3	\$50	N/A	N/A		
E Primacy	\$100	\$150	\$200		
E Primacy ST	\$100	\$150	\$200		
Primacy 3	\$100	\$150	\$200		
Primacy 3 ST	\$100	\$150	\$200		
Primacy 4	\$100	\$150	\$200		
Primacy 4 ST	\$100	\$150	\$200		
Primacy 4 SUV	\$100	\$150	\$200		
Primacy 5	\$100	\$150	\$200		
Primacy SUV+	\$100	\$150	\$200		
Primacy All Season	\$100	\$150	\$200		
PILOT SPORT	\$100	\$150	\$200		
PILOT SPORT 2	\$100	\$150	\$200		
PILOT SPORT 3	\$100	\$150	\$200		
PILOT SPORT 3 ST	\$100	\$150	\$200		
PILOT SPORT 4	\$100	\$150	\$200		
PILOT SPORT 4 ST	\$100	\$150	\$200		
PILOT SPORT 4 SUV	\$100	\$150	\$200		
PILOT SPORT 5	\$100	\$150	\$200		
PILOT SPORT EV	\$100	\$150	\$200		
Energy Saver	\$100	\$150	N/A		
Energy Saver 4	\$100	\$150	N/A		
Energy Saver +	\$100	\$150	N/A		
Energy XM2+	\$100	\$150	N/A		
LTX Force	\$100	\$150	N/A		
LTX Trail	\$100	\$150	N/A		
4x4 DIAMARIS	\$100	\$150	\$200		
LATITUDE TOUR HP	\$100	\$150	\$200		
LATITUDE SPORT	\$100	\$150	\$200		
LATITUDE SPORT 3	\$100	\$150	\$200		
PILOT SPORT 4S	\$100	\$150	\$200		
PILOT SPORT CUP 2	\$100	\$150	\$200		
PILOT SPORT CUP 2R	\$100	\$150	\$200		
PILOT SPORT S5	\$100	\$150	\$200		
PILOT SUPER SPORT	\$100	\$150	\$200		

In case of different tyre sizes (front and rear staggered fitments), customers must purchase 4 or more total Michelin range tyres and receive the Gift Card value of the lower diameter.

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 Gift Card reward 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.

If tyres are returned or exchanged, this will deem the entry invalid. Michelin may confirm the validity of a purchase with the relevant Participating Retailer as required.

## VALIDATION AND NOTIFICATION

All entries submitted in the Promotion will be reviewed by the Michelin team and their nominated agency – Kollowitz Owen. If an entry is deemed invalid the entrant will receive an email notifying that their claim/entry is invalid.

"Eligible Individuals" who have satisfied the promotion entry requirements will be contacted directly (via email or text message) within 15 business days of submission to the competition page to receive their Prepaid Mastercard.

Kollowitz Owen will send the Participant's phone number to Vault Payment Solutions (gift card provider), who will communicate by SMS and issue the gift card. (to the mobile phone number specified on the entry form). Participants then need to activate the card using the Vault app — activation code will be provided in SMS. Once activated, the card can be added to the Participant's phone's digital wallet (e.g. Apple Pay, Google Pay or Samsung Pay) and can be used for purchasing goods and services where the card is accepted for electronic transactions (excluding transactions at ATMs or over the counter at financial institutions). The card cannot be used as a credit card and cannot be linked to any deposit account.

Participants may be required to provide additional details such as name mobile number and email address to Vault Payment Solutions.

Vault Payment Solutions will provide a Digital Vault Pays-enabled Prepaid Mastercard® to validated entries. Any ancillary costs associated with redeeming the Digital Vault Pays-enabled Prepaid Mastercard are not included. The Digital Vault Pays-enabled Prepaid Mastercard must be activated within 2 months of issue and is valid for 12 months after activation. At expiry of the Digital Vault Pays-enabled Mastercard any unused balance will be forfeited. You will not receive notice prior to expiry. Card expiry and balance can be found on your mobile device in your digital wallet. The Digital Vault Pays-enabled Prepaid Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard. See <a href="www.vaultps.com.au/terms">www.vaultps.com.au/terms</a> for terms and conditions, and <a href="https://www.vaultps.com.au/privacy-policy/">https://www.vaultps.com.au/privacy-policy/</a> for privacy policy. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated.

The recipient must have a valid AU mobile number to redeem their gift card digitally. A digital gift card cannot be printed as a voucher or transferred.

If you require assistance during the redemption process, please contact: support@kopromotions.com.au

### **TERMS AND CONDITIONS**

Information on how to enter forms part of these terms and conditions (Terms of Entry). The Terms of Entry must be read in conjunction with the Schedule. The Schedule defines the terminology used in these Terms of Entry. Where there is inconsistency between these Terms of Entry and the Schedule, the Schedule prevails. Participation in this Promotion is deemed acceptance of these Terms of Entry.

- Information and terms set out herein on e.g. how to enter and the prizes form part of these Terms of Entry. Participation in this Promotion is deemed acceptance of these Terms of Entry.
- 2. 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 Participants (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 of Entry, 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.
- Incomplete or indecipherable entries and transactions will be deemed invalid.
- Multiple entries by the same Eligible Individual are not permitted.
- 5. 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.
- 6. 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.
- 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.
- 8. 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.
- Entrants consent to the Promoter using their name in the event they win the Prize in any media without remuneration for the purpose of this Promotion (including to publicise any outcome), and promoting any products

- manufactured, distributed and/or supplied by the Promoter.
- The Promoter does not warrant that the entry mechanism will be available, or the Participating Retailers will be open, at all times during the Promotion Period.
- 11. 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.
- 12. 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.
- 13. Nothing in these Terms of Entry 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").
- 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 by law be excluded, including the Non-Excludable Guarantees, the Promoter and the Participating Retailers 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 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 of Entry; (e) any tax liability incurred by the Participant 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.

- 16. As a condition of accepting the Prize, the Participants 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.
- 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.
- 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.

#### PERSONAL INFORMATION

- 20. Immediately upon submission by a claimant, their claim becomes the sole property of the Promoter.
- 21. All information claimants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding the prize. 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.
- 22. The Promoter may disclose claimants' Personal Information to its contractors and agents and Participating Retailers to assist in conducting this Promotion and as required, to Australian regulatory authorities.
- 23. 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.
- 24. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.
- 25. By Participation in this promotion, I agree to any terms and conditions set out herein and Promotion Schedule.