

## BFGoodrich Gift with Purchase November to December 2024

### PROMOTION SCHEDULE

<b>PROMOTION NAME</b>	BFGoodrich Gift with Purchase November/December 2024
<b>THE PROMOTER</b>	Michelin Australia, ABN: 84 006 761 628, for BFGoodrich Australia, 51-57 Fennell Street, Port Melbourne, VIC, 3207
<b>PROMOTION TYPE</b>	Purchase a set of 4 BFGoodrich All-Terrain T/A KO3 tyres and receive a \$150 Fuel Gift Card.
<b>PURCHASE/ENTRY PERIOD</b>	Entry is open for eligible individuals as of Friday 1 <sup>st</sup> November 2024 at 9am AEDT and closes Tuesday 31 <sup>st</sup> December 2024 11:59pm AEDT
<b>CLAIM PERIOD</b>	Eligible individuals have until Tuesday 14 <sup>th</sup> January 2025 11:59pm AEDT to submit a claim.
<b>HOW TO PARTICIPATE</b>	<p>In order to qualify for entry, eligible individuals must register their details and complete all entry fields in full, through the BFGoodrich Gift with Purchase competition webpage <a href="https://rewards.bfgoodrich.com.au/">https://rewards.bfgoodrich.com.au/</a></p> <p>Entry fields include first name, last name, email, phone number, participating dealer, tyre size and invoice.</p> <p>The competition webpage may be accessed digitally by QR code, directly via the website or digital competition link (e.g BFGoodrich official Facebook/Instagram channels) as promoted by BFGoodrich and participating retailers.</p> <p>There is a strict limit of one (1) entry per person.</p> <p>An eligible individual having satisfied the criteria set out in the 'Eligibility Requirements' will then qualify to participate in the Promotion ("Qualified Individual").</p>
<b>ELIGIBILITY REQUIREMENTS</b>	<p>Entry is only open to Australian residents aged 18 years or over ("Eligible Individuals"). Excluded persons 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 step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, nephew, brother, sister, step-brother, step-sister or first cousin.</p> <p>To be eligible for entry in the promotion, an Eligible Individual must:</p> <ol style="list-style-type: none"> <li>a) during the Purchase Period, purchase a set of 4 or more BFGoodrich KO3 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> </ol>
<b>PARTICIPATING RETAILERS</b>	Retailers participating in the Promotion includes any BFGoodrich retailer listed in these terms and conditions, throughout Australia only. Participating Retailers and BFGoodrich Associate Dealers may display Promotion materials in store. Participating dealers can be found in Appendix 1.
<b>ASSOCIATE DEALERS</b>	If in doubt, a claimant may ask a retailer whether they are participating in the Promotion.
<b>PARTICIPATING BFGOODRICH PRODUCTS AND QUALIFICATION</b>	<p>To remove any doubt, the participating product is the BFGoodrich All-Terrain T/A KO3 tyre, only, when purchased in a set of 4 or more. No other on-road or off-road tyres from the BFGoodrich range are eligible in this promotion.</p> <p>If tyres are returned or exchanged, this will deem the entry invalid. BFGoodrich may confirm the validity of a</p>

	<p>purchase with the relevant Participating Retailer as required.</p> <p>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 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.</p> <p>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.</p> <p>It is the responsibility of the claimant to provide the required information</p>
<p><b>VALIDATION AND NOTIFICATION</b></p>	<p>All entries submitted in the Promotion will be reviewed by the BFGoodrich 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.</p> <p>“Eligible Individuals” who have satisfied the promotion entry requirements will be contacted directly (via email or text message) within 5 business days of submission to the competition page to receive their Fuel Gift Card.</p> <p>The Digital Prepaid Mastercard® is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 pursuant to license by Mastercard. T&amp;Cs apply. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. The Card is a prepaid Mastercard that works at locations that have the designated merchant category code Fuel Dealers (Automotive) (5983), Automated Fuel Dispensers (5442) and Petroleum and Petroleum Products (5172). Gift cards are still subject to individual merchant acceptance. For full terms and conditions head to: <a href="https://card.gift/terms-and-conditions">https://card.gift/terms-and-conditions</a></p> <p>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.</p>

## 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.

1. 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 Winners (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.
3. Incomplete or indecipherable entries and transactions will be deemed invalid.
4. 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.
7. 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.
9. 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.
10. 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 Winner 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 Winner 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.
19. 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 Schedule.