

MICHELIN 30 DAY SATISFACTION GUARANTEE

TERMS & CONDITIONS

Terms Used

Promotion-The MICHELIN 30 Day Satisfaction Guarantee.

Tyres- A set of four (4) or more MICHELIN passenger car, SUV or recreational tyres specified as being eligible for this Promotion.

Participating Patterns: Diamaris, Energy Saver, Energy E-V, Energy Saver +, Energy Saver 4, Energy XM2, Energy XM2+, Latitude Cross, Latitude Sport, Latitude Sport 3, Latitude Tour HP, LTX Force, LTX Trail, Pilot Sport 2, Pilot Sport 3, Pilot Sport 4, Pilot Sport 4 SUV, Pilot Sport 4S, Pilot Sport 5, Pilot Sport Cup 2, Pilot Sport Cup 2 Connect, Pilot Sport Cup 2 R, Pilot Sport Cup 2 R Connect Pilot Sport EV, Pilot Super Sport, Pilot Exalto, Primacy 3, Primacy 3 ST, Primacy 3 ST SUV, Primacy 4, Primacy 4+, Primacy 4 ST, Primacy 4 ST SUV, Primacy SUV, Primacy SUV+, e-Primacy.

Customer- The individual person who purchases Tyres (Fleet, trade and wholesale purchasers are excluded from the Promotion) and registers his personal details on line through the QRCode at the store or through Michelin website (<https://www.michelin.com.au>)

By registering, you accept the following terms and conditions, and consent to the collection and processing of personal data as set out here [Use of personal Data](#).

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

Authorised Dealer - Any business that is authorised by the Promoter, to sell Michelin Tyres to Customers and bought Michelin Tyres from the Promoter.

Participating Dealer - Any authorised Dealer in Australia that is listed within **Participating Dealers list** available on <https://myoffers.michelin.com.au/warranties/michelin-plus>.

Place of Purchase is the **Participating Dealer** where Customer made a **Qualifying Transaction**

Qualifying Transaction -Tyres purchased from a Participating Dealer during the Promotional Period.

Customer must claim the 30 Day Satisfaction Guarantee at the **Place of Purchase**.

Promotional Period - commences at 12am AED/ST on 1 January 2023 and ends at close of business in Participating Dealers on 31 December 2023.

Claim Approval - Confirmation of the terms and conditions of this Promotion being met and the refund/exchange of tyres as agreed between the Participating Dealer and their representative of the Promoter.

Receipt - Proof of purchase showing Purchase of Tyres, including the details of the:
Participating Dealer;

Customer name and address;

Tyres purchased and date of purchase;

Vehicle to which Tyres were fitted, including Registration/VIN, Make, Model, Odometer Reading at date of fitment,

Michelin 30 Day Satisfaction Guarantee Examination Form -To be filled out by the participating dealer with customer, vehicle information, tyre information and nature of customer complaint. To be signed by both the Participating Dealer and the Customer and then submitted to the Promoter.

Eligibility Requirements and the Promotional Period

1. The **Promotion** commences at 9am AEDST on 1 January 2023 and ends at close of business in **Participating Dealers** on 31 December 2023, **Promotional Period**.
2. In order to be eligible for the **Promotion**, the **Customer** must purchase, in a single transaction a set of four (4) or more MICHELIN passenger car, recreational or light truck **Tyres** specified as being eligible for this **Promotion** from a selected **Participating Dealer** in Australia during the **Promotional Period**. Customer must register his personal details through the QRCode on the advertising material at the store or through Michelin website (<https://www.michelin.com.au>). **Participating Dealers** will be any **Authorised Dealer** in Australia that display advertising material for this **Promotion** during the **Promotional Period**.
3. Subject to Clause 4 of these Terms and Conditions, this **Promotion** allows a **Customer** who purchases **Tyres** under a **Qualifying Transaction** to return the **Tyres** for a refund or exchange to another Michelin Product within a period of 30 days from the date of purchase if he/she is dissatisfied with the performance of the **Tyres**.
4. A **Customer** may need to provide evidence (if requested),
 - a. That the **Tyres** have not been damaged due to misuse or misapplication, road hazards, excessive use, punctured through theft, natural disaster or neglect, mechanical problems related to the vehicle, use in any racing-related and / or race circuit activities or competitive events, removed from the original vehicle on which they were installed during the previous 30 day period, they are the original purchaser of the **Tyres**; and
 - b. That the **Tyres** are being returned due to dissatisfaction relating to the performance of the **Tyres** and not due to a price differential.
5. Fleet, trade and wholesale purchasers are excluded and will not qualify for entry
6. The **Promotion** is not transferrable.
7. The **Promotion** applies to **Tyres** fitted to wheels on a vehicle, not **Tyres** fitted to loose wheels.

Entry Instructions

8. In the event the **Customer** wishes to return the **Tyres** purchased during the **Promotional Period**, for any reason excluding those listed as invalid within these Terms and Conditions (Refer to exclusions in clause 4.), the following criteria must be met by the **Customer** in order to show sufficient proof of a **Qualifying Transaction**:
 - a. The **Customer** has purchased a set of four (4) or more **Tyres** at a **Participating Dealer** during the **Promotional Period**;
 - b. The **Customer** has retained their original purchase **Receipt** for all entries as proof of purchase. **Receipt** must clearly specify the
 - i. **Participating Dealer** from whom the **Tyres** were purchased,
 - ii. **Customer** Name & Address,
 - iii. Vehicle Details including Registration/VIN, Make, Model, Odometer Reading at date of fitment,
 - iv. What **Tyres** were purchased and
 - v. The date the purchase was made.
 - c. Claim has been made within 30 days of purchase **Receipt** date *at the Place of Purchase*;
 - d. The **Customer** may need to provide evidence (if requested) as per clause 4

9. In order to return the **Tyres** under the **Promotion**, the **Customer** must present the **Tyres** at the **Participating Dealer** from whom the **Tyres** were purchased within 30 days of date of Receipt.
10. Upon presentation of the **Tyres**, the **Receipt** and any supporting documentation, the staff at the **Participating Dealer** from whom the **Tyres** were purchased will undertake an inspection and subsequent assessment of the **Tyres** whilst fitted on the vehicle.
11. The outcome of the refund or **Claim Approval** will be determined by the staff based upon the findings of the inspection as per the criteria set out in these Terms and Conditions and in consultations with their contact/representative of the **Promoter**.
12. Refunds applied under this **Promotion** will only be processed following the inspection by staff member of the **Participating Dealer**. A **Michelin 30 Day Satisfaction Guarantee Examination Form** must be completed (1 form per tyre). This form can be downloaded by the **Participating Dealer** from Michelin eOrder website (www.michelin-eorder.com.au/news) or requested from cs.support@michelin.com or 1300 727 878) or obtained from **Promoter** representative/agent and completed with signatures of both the **Participating Dealer** and **Customer** as well as supporting documentation
13. Refunds will be processed by the **Participating Dealer** upon satisfactory completion of the inspection process and the validation of information provided by the **Customer** to the staff of the **Promoter**. The purchase will be refunded by the **Participating Dealer** at the time of **Claim Approval**, with EFTPOS refunds received into the nominated bank account within five (5) working days. Alternatively, the **Participating Dealer** and or **Promoter**, in consultation with the **Customer**, may offer an exchange for another Michelin Product.
14. Following the completion of the refund by the **Participating Dealer**, the returned **Tyres** shall no longer be the property of the **Customer** and shall be retained by the **Participating Dealer**.
15. The **Promoter** may provide a refund/exchange without sighting returned **Tyres** or may request for a representative of the **Promoter** (Account Manager or Regional Sales Manager) to be present for the inspection of the **Tyres** while fitted to the vehicle as to better understand the **Customer's** complaint.
16. By the **Customer** Participating in the **Promotion** the **Customer** authorises the **Promoter** and **Authorised Dealer** to take photographs relevant to the inspection and **Customer** complaint including but not limited to:
 - a. The **Tyres** whilst fitted/loose from the vehicle;
 - b. Components of the vehicle that impact Tyre performance including but not limited to any damage, nonstandard additions, maintenance history, pressure readings & tyre placard.
17. Information (personal data) provided by the Customer will be used by the Promoter for the purpose of administering this Promotion and may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter. By participating in this Promotion, the Customer also confirms their consent to receiving future promotional materials from the Promoter and/or their affiliates by email or text message. The **Customer** may withdraw their consent at any time by following the link provided within the footer of the communication or promotional material.
18. The Promoter will process refund in the form of a Credit to the **Participating Dealer** upon receipt of completed:
 - a. **Michelin 30 Day Satisfaction Guarantee Examination Form**,
 - b. Any requested Supporting Documents including the **Customer's Receipt** and proof of eligibility if requested.

19. Following the completion of the refund by the **Promoter** to the **Participating Dealer**, the returned **Tyres** shall no longer be the property of the **Participating Dealer** and will be collected and retained by the **Promoter**.

General

20. Multiple claims by the same **Customer** are permitted, subject to the following: only one (1) claim being permitted per **Qualifying Transaction** (regardless of the number of eligible **Tyres** in excess of four (4) purchased in that **Qualifying Transaction**).
21. The **Promoter's** decision is final and no correspondence will be entered into.
22. In the event of war, terrorism, state of emergency, pandemic, epidemic, government restrictions or disaster, the **Promoter** reserves the right to cancel, terminate, modify or suspend the **Promotion**, subject to any written directions from a relevant regulatory authority.
23. Information on how to enter form part of these Terms and Conditions. Participation in this **Promotion** is deemed acceptance of these Terms and Conditions.
24. 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 **Customer**; or (b) subject to any written directions from a regulatory authority where required, to modify, suspend, terminate or cancel the **Promotion**, as appropriate.
25. Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.
26. 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").
27. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the **Promoter** and **Participating Dealers** (including their respective officers, employees and agents) 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 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 incurred by an entrant or (e) the **Promotion**.
28. This offer cannot be used in conjunction with any other offer, unless stated otherwise by the **Promoter**.

MICHELIN 6 YEAR WARRANTY

TERMS & CONDITIONS

Michelin Passenger Car and Light Truck Tyres, used in normal service and in accordance with the maintenance recommendations and safety warnings of the Michelin Company, are covered by a warranty against defects in design, workmanship and materials subject to the conditions set out below.

What's Covered and for How Long

a. Tyres sold within three years of the manufacturing date

Where the tyres are sold within three years of the manufacturing date, the warranty shall be for the life of the original usable tread pattern or six years from the date of purchase, whichever comes first.

b. Tyres sold three years after the manufacturing date

Where the tyres are sold three years after the manufacturing date, the warranty shall be for the life of the original usable tread pattern or six years from the date of manufacture, whichever comes first.

At the end of the relevant periods stated in paragraphs a. and b. above, all warranties, express or implied are terminated.

The original usable tread pattern is the original pattern down to the level of the tread pattern wear indicators – 1.6mm of tread pattern remaining.

Date of purchase is documented by new vehicle registration (where the tyres were fitted on a new vehicle) or original tyre sales invoice. If there is no proof of purchase, the warranty will be based on the date of manufacture.

What's not Covered

Tyres which become unserviceable under the following circumstances are not covered by this warranty:

- Road hazard injury (e.g. a cut, snag, bruise, impact damage or puncture, whether repairable or not);
- Incorrect mounting of the tyre, tyre/wheel imbalance or improper repair;
- Under-inflation, over-inflation, improper maintenance or other abuse;
- Mechanical irregularity in the vehicle such as wheel misalignment resulting in uneven or rapid wear;
- Tyres fitted to or used with incompatible or improper valves, rims or wheels;
- Vehicles which are carrying loads or running at speeds higher than the load and speed index marked on the tyre sidewalls or that recommended for the vehicles;
- Tyre purchased second hand, this includes tyres fitted to used cars and imported vehicles, without proof of purchase;
- Improper storage;
- Tyres which have not been fitted or used in accordance with the technical recommendations of the manufacturer as published from time to time;

- Accident, fire, chemical explosion, tyre alteration or vandalism;
- Tyre purchased from unauthorised dealers;
- And climatic or ozone effects

Conditions and Exclusions

Where the tyre becomes unserviceable due to a condition within the terms of this warranty, MICHELIN may at its option repair the tyre, supply an equivalent tyre as replacement, reimburse the value of the tyre based on the remaining tread depth or offer such other form of compensation according to its prevailing commercial policy.

This warranty does not provide compensation for service charges incurred, charges for mounting and balancing, loss of time, loss of use of vehicle, inconvenience or consequential damage insofar as the law permits.

Tyres presented to an authorised MICHELIN Dealer for compensation remain the property of the consumer and MICHELIN accepts no responsibility for loss of or damage to tyres which are in the custody or control of an authorised MICHELIN Dealer for the purposes of inspection. Tyres accepted by an authorised MICHELIN Dealer for compensation become the property of MICHELIN. In the event of a dispute, the consumer must make the tyre available for further inspection.

No authorised MICHELIN Dealer, representative or employee has the authority to make or imply any representation, promise or agreement that in any way varies the terms of this warranty. Except as expressly provide for in this warranty, all other implied warranty, guarantee, representation, promise or agreement and liability arising from breach of the foregoing are excluded to the extent permitted by law.

THIS WARRANTY APPLIES ONLY IN AUSTRALIA.