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## LAUFENN 30 DAY SATISFACTION GUARANTEE PROGRAM

### TERMS AND CONDITIONS (End User)

#### Eligibility Requirements and the Program

1. The LAUFENN 30 Day Satisfaction Guarantee Program is valid from 9am AEDST as of 1 February 2018.
2. In order to be eligible for the LAUFENN 30 Day Satisfaction Guarantee program ("**Program**"), customers must purchase, in a single transaction a set of four (4) or more LAUFENN tyres specified as being eligible for this Program ("**Tyres**"), from any participating dealers in Australia ("**Qualifying Transaction**"). "Participating Dealers" will be LAUFENN Authorised Dealers in Australia.
3. Subject to Clause 4 of these Terms and Conditions, this program allows a customer who purchases Tyres under a Qualifying Transaction to return the Tyres in exchange for a new set of Laufenn / Hankook tyres 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 will not be entitled to a claim under this Program if the Tyres: are damaged due to misuse or misapplication; damaged due to road hazard damage; damaged due to excessive use during the 30 day period of ownership; damaged due to punctures caused by theft, natural disaster or neglect; damaged due to mechanical problems relating to the vehicle; damaged or excessively worn from any racing-related, race circuit activities or competitive events or could have been purchased at a lesser price than the price at which they were purchased by the customer.
5. Fleet, trade and wholesale purchasers are excluded and will not qualify for refund.
6. In the event the customer wishes to exchange the Tyres purchased for any reason excluding those listed as invalid within these Terms and Conditions, the following criteria must be met by the customer:
  - (a) the customer has purchased a set of four (4) Tyres at a Hankook / Laufenn authorised Dealer;
  - (b) the customer has retained their original purchase receipt(s)/invoice(s) for all entries as proof of purchase. Purchase receipt(s)/invoice(s) must clearly specify the Participating Dealer from whom the Tyres were purchased, what Tyres were purchased and the date and time the purchase was made;
  - (c) purchase has been made within 30 days of purchase receipt date;
  - (d) provide evidence (if requested), that the Tyres have not been damaged due to misuse or misapplication, road hazards, excessive use, punctures caused by theft, natural disaster or neglect, mechanical problems related to the vehicle, use in any racing-related, race circuit activities or competitive events, removed from the original vehicle on which they were installed during the previous 30 day period; and
  - (e) the customer can provide evidence (if requested) that the Tyres are being returned due to dissatisfaction relating to the performance of the Tyres and not due to a price differential.
7. In order to return the Tyres under the Promotion, Tyres and purchase receipt must be presented at the place of purchase within 30 days of date of receipt or before 1,000kms usage, whichever applies first.
8. Upon presentation of the Tyres and receipt, the sales staff at the dealer from whom the tyres were purchased will undertake an inspection and subsequent assessment of the Tyres when fitted on the vehicle. The outcome of the claim shall be determined by the sales staff based on the findings of the inspection based on the criteria set out in these Terms and Conditions.
9. Claims applied under this Program will only be processed following the inspection process by sales staff member of

the Promoter/ Participating Dealer.

**10.** If the customer is deemed eligible for a replacement under the Program, the customer will be required to provide the sales staff with certain information in order to assist with the validation and refund of the purchase price.

**11.** Replacement will be processed by the Promoter/ Participating Dealer upon satisfactory completion of the inspection process and the validation of information provided by the customer ("Claim Approval"). The tyres will be replaced by the Promoter at the time of Claim Approval, with any additional amount incurred due to the cost difference of a newly selected tyres will be borne by the customer.

**12.** Following the completion of the replacement by the Promoter/ Participating Dealer, the returned Tyres shall no longer be the property of the Participating Dealer and shall be retained by the Participating Dealer. Collection of returned tyres will be arranged by Hankook.

**13.** Participation in this Guarantee program is deemed acceptance of these Terms and Conditions.

**14.** Multiple claims by the same customer are permitted, subject to the following: only one (1) replacement being permitted per Qualifying Transaction (regardless of the number of eligible tyres in excess of four (4) purchased in that Qualifying Transaction).

**15.** The Promoter's decision is final and no correspondence will be entered into.

**16.** In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Program, subject to any written directions from a relevant regulatory authority.

**17.** If this Guarantee Program 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.

**18.** Any cost associated with accessing any promotional website is the entrant's responsibility and is dependent on the internet service provider used.

**19.** 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").

**20.** 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 entry 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.

**21.** Hankook Tyre Australia Pty Ltd reserves the rights to terminate or modify the program without any prior notice.

**22.** This offer cannot be used in conjunction with any other offer, unless stated otherwise by the Promoter.

**23.** The Promoter is Hankook Tyre Australia Pty Ltd (ABN 77 082 389 704) of Building A, Level 3, 11 Talavera Road, Macquarie Park, NSW 2113