

# Pirelli Tyrelife Warranty ("Warranty")

## TERMS AND CONDITIONS

1. The **Promoter** of this Warranty is Pirelli Tyres Australia Pty Ltd, ABN 63 001 784 014, Suite 02, Building B, 33-35 Saunders Street, Pyrmont NSW 2009.
2. The Warranty is open to residents of Australia, aged 18 years and over. Information on how to register and coverage forms part of these Terms and Conditions.
3. The Warranty commences at 12:01am AEST on 17<sup>th</sup> January 2022 ("warranty commencement").
4. To be eligible for the Warranty:
  - a. Registrant must be a resident of Australia, aged 18 years and over;
  - b. 4 or more Pirelli Tyres must be purchased in a single transaction from a Participating Dealer after or on the date of the warranty commencement; and
    - i. The tyres need to be installed on the same vehicle and at the same time;
    - ii. Excluded tyres, ranges and technologies: Scorpion All Terrain Plus, Scorpion ATR, Scorpion MTR, Carrier, Winter, Run Flat, Seal Inside, tyres older than 5 years from the date of manufacture as well as tyres that are fitted on the vehicle at the vehicle factory or during a new car delivery by the Car Dealership (original equipment tyres);
    - iii. Full list of authorised Pirelli dealers participating in the Warranty is available online at the Tyrelife Warranty promotional page "Find A Participating Dealer"
  - c. Dealer where the tyres were purchased and fitted must register the Warranty within 30 days of the date of purchase; and
  - d. Registrant must accept the Terms and Conditions, Privacy Policy and Marketing Terms.
5. The Warranty cannot be transferred or exchanged for other goods and services nor redeemed for cash. Any element of the Warranty which is unused will be forfeited and no compensation will be paid in lieu of that element of the Warranty.
6. **How to register for Tyrelife:**
  - a. To activate and receive Tyrelife, the Registrant must ensure the Dealer has submitted a request within 30 days from the purchase date via the Traffic Management Tool ("TMT"); and
  - b. The Registrant must then follow the prompts provided via email after the Dealer request has been submitted;
  - c. The Registrant must pay a warranty fee of \$40/set of 4 tyres to the Dealer; and
  - d. The Warranty requires the registration of four (4) Pirelli Tyres purchased in one (1) transaction and only covers the replacement of one (1) of the four (4) tyres.
7. **How to extend a Tyrelife:**
  - a. The initial registration of Tyrelife is valid for a period of 6 months from the date of purchase;
  - b. To extend the Tyrelife for a further 6 months, the Registrant must return to the Dealer of registration within the 5<sup>th</sup> month from the date of purchase for a tyre inspection; and

- c. The Registrant must ensure that the Dealer has submitted the extension request prior to the 6 month expiration date from the date of purchase failing which the Promoter will not be liable to honour the Tyrelife Warranty.
  8. **Free tyre replacement applies for:**
    - a. Accidental damage that cannot be repaired.
    - b. Damage caused by on road tyre collision with gutters, kerbs or potholes that is not repairable.
    - c. The damage tyre must undergo a full inspection by the authorised Pirelli dealer for Pirelli Tyres Australia to approve the claim (please refer to point 10a).
    - d. If available in-store at the time of the claim, the tyre will be replaced with a Pirelli tyre of the same size and pattern. If not available, Pirelli Tyres Australia will deliver a new tyre of the same size and pattern to the dealer as soon as it is available in stock.
    - e. The replacement of the tyre is free of charge only for the vehicle specified by the Tyrelife and the damaged tyre must have at least 3mm of tread remaining. Any associated fitment costs shall be paid by the purchaser and are not covered under this Warranty.
  9. **Tyre replacement does not apply for:**
    - a. Damage that can be repaired, such as a nail penetrating the tread, cuts and punctures. Any repair costs involved shall be paid by the purchaser.
    - b. Damage caused by an act of vandalism; theft; wilful abuse; neglect due to improper inflation or overloading; running the tyres deflated; flat-spotting; tyre chain damage; improper use or operation; improper mounting or demounting; misuse; misapplication; use of an incorrect rim; negligence; tyre spinning; tyre alteration; racing or competition; non-sealed and unmade roads, failure to rotate properly or regularly or to properly maintain the tyres.
    - c. Vehicle and wheel misalignment or other vehicle conditions, defects; worn suspension components.
    - d. Damage resulting from fire; vehicle accident or collision; chemical contamination; externally generated heat; vehicle lightning strike; water or other material trapped inside the tyre during mounting.
  10. **How to claim a replacement tyre:**
    - a. To lodge a claim for a registered tyre, present the Tyrelife Code and Pin to the authorised Pirelli dealer where the tyre was purchased. All claims are limited to the one (1) tyre per Tyrelife Warranty
    - b. The authorised Pirelli dealer must complete a full tyre inspection of the damaged tyre and submit all requested information and documentations (i.e. Tyre Examination request (TER) form, five required photos of the damaged tyre) via TMT for approval by the Promoter.
  11. The Warranty cannot be assigned and is not open to any employees, and/or their families, of the Promoter, any employees and/or their families, of participating dealers or anyone professionally associated with the Warranty.
  12. By claiming the purchase entrants are deemed to accept these Terms and Conditions.
  13. The Promoter accepts no liability for late, lost or misdirected entries.
  14. The Warranty is offered to private individuals only and not for companies or commercially used vehicles.
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15. The Promoter reserves the right to inspect damaged tyres before providing a free replacement tyre.
16. The Promoter accepts no responsibility for any injury to persons or damage to any vehicle as a result of the Pirelli tyres being damaged.
17. To the extent permitted by law, the Promoter's liability for any damages including consequential damages are disclaimed and limited to the monetary value of the original cost of purchase of the tyres under this Promotion.
18. In case of a successful claim, a new Tyrelife Warranty cannot be issued for the replacement tyre.
19. The Promoter reserves the right to terminate this Warranty at any time by prior communication on the Pirelli Tyres Australia website.
20. Should a Force Majeure Event occur, the Promoter will provide notice of that fact, including full particulars of the Force Majeure Event, an estimate of its likely duration, the obligations affected by it and the extent of its effect on those obligations and the steps taken to rectify it.
  - a. The obligations under this Warranty of the Promoter are suspended to the extent to which they are affected by the relevant Force Majeure Event as long as the Force Majeure Event continues.
  - b. The Promoter will use its best endeavours to remove, overcome or minimise the effects of that Force Majeure Event as quickly as possible. However, this does not require the Promoter to settle any industrial dispute in an unreasonable way.
21. The Promoter collects personal information about you to enable you to participate in the Warranty. The collected information for the purpose of the management and delivery of the Warranty will be transferred to the European Union to be stored on the Pirelli Group servers. You understand that you are providing your personal information to the Promoter and agree to this transfer of data to the European Union.
  - a. To facilitate your participation and administering any prizes, the Promoter may disclose your personal information to other companies associated with the Tyrelife Warranty including any related parties of the Promoter as defined in the Corporations Act (2001) (Cth). No other use of your personal information will be made without your consent. If you do not provide your personal information, the Promoter will not be able to enter you into the Tyrelife Warranty. You are able to access, update or correct your personal information and any such request to access, update or correct your personal information should be directed to the Promoter via email ([marketing.au@pirelli.com](mailto:marketing.au@pirelli.com)). A copy of the Promoter's privacy policy may be obtained by contacting the Promoter.