

## Mitsubishi Motors - Trade in & Referral Program Terms and Conditions

<b>Promoter</b>	Mitsubishi Motors Australia Limited (ABN 53 007 870 395), 1 Sir Richard Williams Ave, Adelaide Airport, South Australia 5950.
<b>Offer Period</b>	<p><b>Victoria:</b>  <b>Purchase Period:</b> 12.01am (AEDT) on 01/02/2021 to 11.59pm (AEST) on 30/09/2021.  <b>Claim Period:</b> 12.01am (AEDT) on 01/02/2021 to 11.59pm (AEDT) on 31/10/2021.</p> <p><b>NSW/QLD/NT/SA/ACT/TAS/WA:</b>  <b>Purchase Period:</b> 12.01am (AEST) on 10/05/2021 to 11.59pm (AEST) on 30/09/2021.  <b>Claim Period:</b> 12.01am (AEST) on 10/05/2021 to 11.59pm (AEDT) on 31/10/2021.</p>
<b>Who can claim?</b>	<p>Australian residents who:</p> <ul style="list-style-type: none"> <li>• are aged 18 or over;</li> <li>• are invited to participate by the Promoter or its participating dealerships via electronic direct mail; and</li> <li>• are Private/ABN purchasers only.</li> </ul>
<b>Who can't claim?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> <li>• the Promoter; and</li> <li>• the agencies, companies or participating premises associated with this offer.</li> </ul>
<b>Where will the offer run?</b>	The offer will run in participating Mitsubishi Motors Dealerships ( <b>Dealerships</b> ) in Australia.
<b>Website</b>	<a href="https://mitsubishi tradeinbonus.promosite.com.au">https://mitsubishi tradeinbonus.promosite.com.au</a>
<b>Qualifying Purchase</b>	<p>Any new vehicle from across the Mitsubishi range including:</p> <ul style="list-style-type: none"> <li>• Mirage;</li> <li>• ASX;</li> <li>• Eclipse Cross;</li> <li>• Outlander;</li> <li>• Outlander PHEV;</li> <li>• Pajero;</li> <li>• Pajero Sport;</li> <li>• Triton; and</li> <li>• Express.</li> </ul> <p>Each Qualifying Purchase must be ordered during the Purchase Period and must include an eligible Holden vehicle trade-in on contract.  All makes and models of Holden vehicles are eligible for trade-in.  This Offer cannot be substituted for a reduction in the final Drive Away price of the new vehicle.</p>

<p><b>Claim instructions</b></p>	<p>To claim, you must:</p> <ul style="list-style-type: none"> <li>• during the Purchase Period make a Qualifying Purchase from a participating Dealership and collect your Qualifying Purchase invoice/ first contract page of Mitsubishi vehicle purchase which clearly identifies an eligible Holden vehicle included in trade-in (<b>Contract Page</b>); and</li> <li>• during the Claim period, visit the Website, locate the claim page and fill out and submit the online claim form, including by uploading an image of the Qualifying Purchase invoice/ Contract Page and providing all other requested information.</li> </ul> <p>Once you have lodged your claim, you will receive an email confirming receipt of your claim (<b>Confirmation Email</b>). If you do not receive the Confirmation Email within 24 hours of lodging your claim, please contact a Mitsubishi Motors representative on 1300 13 12 11. If your claim is valid, you will receive a Trade-In Bonus gift and a unique referral code.</p> <p>Your purchase invoice must clearly identify where the Qualifying Purchase was made, the vehicle/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Offer Period before you submitted your claim).</p> <p>The Promoter is not responsible if your mobile device/ desktop is not sufficiently capable for the purpose of submitting a claim, including having the requisite photograph capability.</p> <p>All claims are subject to final determination by the Promoter. The Promoter reserves the right to decline any claim which does not comply with these terms and conditions.</p> <p>The Promoter reserves the right to extend or modify this Offer. This Offer cannot be used in conjunction with any other retail offer.</p>
<p><b>Referral Instructions</b></p>	<p>Each successful claimant will receive a unique referral code.</p> <p>The unique referral code can be used by/passed on to family members or friends of the claimant when they trade in their Holden vehicle. If they submit a valid claim, the referral claimant will receive a Referral Bonus Gift (<b>Referral Claimant</b>).</p>

<p><b>Trade In Bonus Gift</b></p>	<p>There is no limit on the number of Trade-In Bonus Gifts available during the Offer Period.  A valid claim will receive a Trade-In Bonus Gift.  Each Trade-In Bonus Gift is a \$1,000 Mobile Pay Digital Prepaid Mastercard®.  A claimant may only claim the Trade-In Bonus Gift once per Qualifying Purchase and trade in.  Trade-In Bonus Gifts will be sent to the claimants mobile number (included with their claim) via SMS within 14 business days of successful claim validation.</p>
<p><b>Referral Bonus Gift</b></p>	<p>There is no limit on the number of Referral Bonus Gifts available during the Offer Period.  Each successful referral will receive a Referral Bonus Gift.  Each Referral Bonus Gift is a \$250 Mobile Pay Digital Prepaid Mastercard.  Referral Bonus Gifts will be sent to the Referral Claimants mobile number (included with their claim) via SMS within 14 business days of successful claim validation.</p>
<p><b>How many times can I claim?</b></p>	<p>You can only claim a Trade-In Bonus Gift once per Qualifying Purchase and trade-in.  You can claim a Referral Bonus Gift more than once. Each Referral Bonus Gift claim must be submitted separately in accordance with these Terms and Conditions.  Referral codes must be used only for personal and non-commercial purposes. Referral codes cannot be exchanged or sold for a reward or cash.  You cannot refer yourself to receive an additional Referral Bonus Gift. The Promoter reserves the right, in their sole discretion, to remove your access to this program.</p>
<p><b>How and when will the successful claimant/s be informed?</b></p>	<p>Successful claimants will be notified by email within 4 weeks of redemption.  Successful claimants will have their name and state/territory of residence published on the Website on 28/11/2021 for a period of 28 days.</p>
<p><b>Proof of purchase</b></p>	<p>You must keep the following as proof of purchase for all claims:</p> <ul style="list-style-type: none"> <li>• original itemised purchase invoice(s)/Contract Page; and</li> <li>• Confirmation Email.</li> </ul> <p>If you don't produce the above proof of purchase for all claims when asked the Promoter may disqualify your claim and you will lose any right to a Trade-In Bonus Gift.  Proof of purchase must be identical to that provided by you with your claim.  If, in the Promoter's opinion, you have shared any proof of purchase with another person, your claim will be invalid and you will lose any right to a Trade-In Bonus Gift.</p>

<p><b>Collection and use of your personal information</b></p>	<p>If you are a successful claimant (including Referral Claimant), you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity.</p> <p>The Promoter may collect your personal information directly or through the Promoter's agents or contractors including Blackhawk Network (Australia) Pty. Ltd. (ABN 84 123 251 703), Privacy Policy: <a href="https://blackhawknetwork.com.au/privacy-policy/">https://blackhawknetwork.com.au/privacy-policy/</a>). The Promoter will use your personal information to conduct and manage the offer. The Promoter may disclose your personal information to the Promoter's related companies, agents and contractors to assist in conducting this offer, communicating with you or storing data or to hold and use for fraud prevention purposes. This may include disclosures to organisations outside Australia including in places such as Japan.</p> <p>If you have marked the "opt-in" box on the claim form, you consent to the Promoter keeping your personal information on its database to use for future marketing purposes, including contacting you by electronic messaging.</p> <p>The Promoter's Privacy Policy (see <a href="http://www.mitsubishi-motors.com.au/privacy-policy">www.mitsubishi-motors.com.au/privacy-policy</a>) includes information about:</p> <ul style="list-style-type: none"> <li>• how to seek access to the personal information the Promoter holds about you and seek correction of the information; and</li> <li>• how to complain about a privacy breach and how the Promoter will deal with such a complaint.</li> </ul>
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- These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions.

**Claim**

- Your claim must be received during the Offer Period and will be deemed to be received only when received by the Promoter. Submitted claim forms are the Promoter's property. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). You will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with making a claim. If you claim using automatically generated claims or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

- **Gifts**

- Gifts/s and all elements of gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter including as validity period/s.
- Redemption of the Mobile Pay Digital Prepaid Mastercard is subject to the terms and conditions of Edge Loyalty including activating the Mobile Pay Digital Prepaid Mastercard before the specified expiry date which will be sent to the claimant when their Mobile Pay Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number they provided when entering the promotion.
- The Mobile Pay Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with their Mobile Pay Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Claimant will automatically download and open the Mobile Pay App, populating and validating the Claimant's mobile number and activation code. The Claimant is then required to enter their claim id, and if they are:
  - a first time user of the Mobile Pay App, create a password (minimum of 6

- characters) and enter their date of birth; or
- a registered user of Mobile Pay App already, enter their existing password.
- The Claimant may then add the card to the wallet on their phone.
- Claimants can create a PIN for the Mobile Pay Digital Prepaid Mastercard via the Mobile Pay App as using the Mobile Pay Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the “Do I need to set a PIN on my card?” FAQ located at <https://edgemobilepay.com/support>.
- Claimants who do not have a supported smart phone will be notified via a web page when they click on the link that was sent to them by SMS to activate their Mobile Pay Digital Prepaid Mastercard. The web page will direct them to Edge’s customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <http://www.activatethecard.com.au/termsandconditions>.
- Mobile Pay Digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 3 months in which the Mobile Pay Digital Prepaid Mastercard activation code must be activated.
- The Mobile Pay Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited.
- The Mobile Pay Pre-paid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. See <https://edgemobilepay.com/terms-and-conditions> for terms and conditions, card expiry and to check card balance. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.
- The eftpos® prepaid gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by Edge Loyalty Systems ABN 96 138 299 288 of 534 Church Street, Cremorne, VIC, 3121. The Promoter is Mitsubishi Motors Australia Limited (ABN 53 007 870 395), 1 Tonsley Boulevard, Tonsley, South Australia 5042.
- The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share the gift.

## General

- Any failure by you to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
- If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your claims (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- You must not:
  - tamper with the claim process;
  - engage in any conduct that may jeopardise the fair and proper conduct of the offer;
  - act in a disruptive, annoying, threatening, abusive or harassing manner;
  - do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this offer;
  - breach any law; or
  - behave in a way that is otherwise inappropriate.
- The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a gift, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter’s decision in connection with all aspects of this offer is final.
- Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts (and elements of gifts) must be taken as and when specified, or will be forfeited with no replacement. The gift values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in gift value. You agree that if a gift (or element of a gift) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- By making a claim, you request that your full address not be published.
- If this offer cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the offer or disqualify affected claims/

claimants, subject to any necessary approval by the state/territory gaming authorities.

- The Promoter is not responsible for any tax implications arising from you winning a gift. You should seek independent financial advice. If for GST purposes this offer results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.
- **Liability**
  - Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010 (Cth)*.
  - Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
  - Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
  - This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.