

## Mercedes-Benz TradeClub Spend and Save Promotion 2021 Terms and Conditions

### **GENERAL**

1. These terms and conditions as amended from time to time shall govern the Mercedes-Benz TradeClub Spend and Save Promotion 2021 (**Program**) which is run by Mercedes-Benz Australia/Pacific Pty Ltd (**Mercedes-Benz**).
2. Participation in and/or registration in the Program constitutes acceptance of these Terms and Conditions.

### **PROGRAM PERIOD**

3. The Program commences on 12.00 am AEST on 1 June 2021 and concludes on 11.59 pm AEST 31 August 2021 ("**Program Period**").

### **ELIGIBILITY AND HOW TO ENTER**

4. To be eligible, Participants must:
  - a. be a valid Mercedes-Benz TradeClub Member; and
  - b. receive an written invitation from Mercedes-Benz to participate in the Program; and
  - c. be located within Australia; and
  - d. not fall within the Excluded Parties noted at clause 6 below.

#### **(Participants)**

5. Participants will be deemed to have entered the Program by purchasing any Eligible Parts during the Program Period.
6. TradeClub Members with a special fleet number are excluded from the Program (**Excluded Parties**). For the avoidance of doubt, any other fleet or government buyer that classify as a Participant, is eligible to participate in the Program.

### **PROGRAM POINTS**

7. For the purposes of the following sections:
  - e. "**Eligible Parts**" means Mercedes-Benz Genuine passenger car, van and ute parts available via TradeClub but excluding collision parts and genuine Mercedes-Benz engine oil the details of which can be found here: <https://www.tradeclub.mercedes-benz.com.au/>; and
  - f. "**Voucher**" means a Mercedes-Benz TradeClub shopping voucher the terms of which are set out in "Voucher" clause below.
  - g. "**Voucher Amount**" has the meaning given in section 8 below.
8. Each Participant will be given a minimum qualifying target which shall be determined in the absolute discretion of Mercedes-Benz ("**Minimum Qualifying Target**").
9. If the Participant exceeds the Minimum Qualifying Target for Eligible Parts purchases during the Program Period, at the end of the Program Period, the Participant will be entitled to a single Voucher the amount of which shall be calculated based on the following:

*10% of the Minimum Qualifying Target*

*+ \$10.00 for every \$100.00 of Eligible Parts purchases made during the Program Period over the Minimum Qualifying Target*

*= Voucher Amount (capped at \$5,000.00).*

10. **Important: Voucher Amounts are capped at \$5000.00** meaning that any Eligible Parts purchases which would entitle the Participant to more than this Voucher Amount will not be considered nor shall they entitle the Participant to any further amounts.
11. Eligible Parts purchased at multiple Mercedes-Benz retailers will be consolidated to determine Voucher amount.

## **VOUCHERS**

12. At the end of the Program Period, Mercedes-Benz shall communicate the total result to the Participant which shall confirm if they have qualified for a Voucher and the Voucher Amount. Such communication shall be made by Mercedes-Benz via email to the email address noted on the Participant's TradeClub account at the time.
13. Unless otherwise stated by Mercedes-Benz, the Voucher:
  - a. Entitles the Participant to use the Voucher Amount towards the purchase of goods available for sale via the Mercedes-Benz TradeClub;
  - b. Will only be valid for a period of six (6) months from the date of receipt of the Voucher by the Customer;
  - c. Can only be redeemed against future TradeClub purchases of Mercedes-Benz Genuine Car, Van and Ute Parts made after the expiration of the Program Period;
  - d. Will be delivered to the Participant electronically and can only be redeemed at the Retailer where the Participant purchased the most Eligible Parts during the Program Period unless the Participant, within seven (7) days of receipt of the Voucher, contacts Mercedes-Benz and nominates an alternative Retailer (**Redeemable Retailer**);
  - e. Can only be redeemed at the Redeemable Retailer;
  - f. Can only be redeemed if the Participant is still a valid Mercedes-Benz TradeClub Member at the time of redemption;
  - g. Is not transferable and cannot be substituted for cash or alternative awards;
  - h. May be subject to additional terms and conditions in the absolute discretion of Mercedes-Benz.

## **GENERAL TERMS AND CONDITIONS**

### **LIABILITY**

14. Nothing in these Terms and Conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees under the *Competition and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot be excluded, including the Non-Excludable Guarantees, Mercedes-Benz (including its officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury and any loss or damage (including loss of opportunity), whether direct, indirect, special, contingent or consequential, arising in any way out of

the following: (a) the Program; (b) any technical difficulties, equipment malfunction, access to or availability of websites and applications (whether or not under Mercedes-Benz's control); (c) any fraud, theft, unauthorised access or third party interference; (d) any entry or Voucher claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by Mercedes-Benz) due to any reason beyond the reasonable control of Mercedes-Benz; (e) any variation in Voucher value to that stated in these Terms and Conditions; (f) any tax liability incurred by a winner or entrant; or (g) taking or use of all or part of a Voucher (including without limitation any loss, damage, injury or death resulting from an accident).

15. If any Program is not capable of being conducted due to circumstances beyond Mercedes-Benz's reasonable control, including due to any technical or communications problems or COVID 19, Mercedes-Benz reserves the right to amend, suspend or cancel the Program.

## PRIVACY

16. From time to time, Participants will receive information about the Program. By registering in the Program, Participants consent to receiving this information from Mercedes-Benz, including via email.
17. Mercedes-Benz may use any personal information Participants provide in connection with any Program for the purpose of running any Program, and also in advertisements, publications, media statements and other promotional material associated with the specific Program.
18. Mercedes-Benz may disclose personal information for those purposes to its related bodies corporate and third party service providers. If entrants do not provide the information requested they will not be able to enter the Program. Mercedes-Benz is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth) as amended from time to time. Participants' personal information will be handled in accordance with the Privacy Act 1988 (Cth) and subject to Mercedes-Benz's privacy policy which can be viewed at [www.mercedes-benz.com.au](http://www.mercedes-benz.com.au). To request access to or correction of personal information Mercedes-Benz holds about a Participant, Participants can contact Mercedes-Benz's Privacy Officer by email to [Mercedes-Benzprivacyofficer@daimler.com](mailto:Mercedes-Benzprivacyofficer@daimler.com).
19. The Participant consents to the exchange of their Personal Information and other data between Mercedes-Benz dealerships, Daimler AG and any related corporate entity and any third party service provider.

## TAXATION

20. Participants are responsible for any tax consequences associated with receiving the Voucher.
21. Neither Mercedes-Benz nor its related companies are qualified tax advisers and Mercedes-Benz does not accept any responsibility or liability for the validity of information provided in relation to these matters. Participants should ensure that appropriate professional advice and assistance is obtained in relation to taxation. Except as expressly provided for, neither Mercedes-Benz nor its related bodies corporate accept any liability or responsibility to reimburse, in part or full, any amount of tax involved.

## DISQUALIFICATION

22. If a Participant:
- a. Ceases to be a valid Mercedes-Benz TradeClub Member;
  - b. provides inconsistent, inaccurate or unverifiable information;
  - c. falsifies records, or participates in any activity which falsifies records, or acts in a manner that is calculated to unduly skew, alter, or change any results, or commits any fraudulent act that has an impact on the results of a Program;
  - d. does not comply with the Terms and Conditions of the Program;
  - e. is, or is reasonably suspected of being, in breach of any laws; or

the Participant may, at Mercedes-Benz's sole discretion, be excluded from participation in the Program running at the relevant time and in the future.

23. If a Participant is disqualified from any Program, they will not be entitled to a Voucher.

#### VARIATION OF TERMS AND CONDITIONS

24. The Voucher is offered at the absolute discretion of Mercedes-Benz and Mercedes-Benz may withdraw, cancel, vary or in any way change at any time without notice, the eligibility criteria and/or the Voucher offered under a specific Program. Unless otherwise specified by Mercedes-Benz, all such variations shall be deemed to operate retrospectively.
25. Notice of any change to these Terms and Conditions may be announced by Mercedes-Benz in writing or communicated via the Mercedes-Benz website.
26. To the fullest extent permitted by law, Mercedes-Benz will not be liable for any loss or damage suffered or sustained by Participants resulting from any withdrawal, cancellation, variation or change.
27. Mercedes-Benz's interpretation of these Terms and Conditions and any specific Program conditions, including determining eligibility for the Voucher, will be final and binding.
28. Mercedes-Benz will have no liability to Participants because of the availability, and/or inability of Mercedes-Benz or a third party to supply vehicles, parts and/or accessories for sales purposes for whatever reason. Such event is not a basis for variation of these Terms and Conditions.
29. If a provision in these Terms and Conditions is held to be illegal, invalid, void, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, void, voidable or unenforceable. If it is not possible to read down a provision as required in this clause that provision is to be severed to the extent necessary without affecting the validity or enforceability of the remaining part of that provision or the other provisions in these Terms and Conditions, and the rest of these Terms and Conditions remains in full force and effect.
30. The laws of the State of Victoria, Australia govern the Program and these Terms and Conditions. The parties submit to the non-exclusive jurisdiction of the courts of Victoria, Australia.
31. The Program and vouchers are based on performance, and chance plays no part in determining Program or Voucher allocation.