

Mercedes-Benz TradeClub.

Spend and Save Campaign 2025: Terms and Conditions.

1. General

- 1.1 These terms and conditions, as amended from time to time, shall govern the Mercedes-Benz TradeClub Spend and Save Campaign 2025 (**Program**) which is run by Mercedes-Benz Australia/Pacific Pty Ltd (**Mercedes-Benz**).
- 1.2 Participation and/or registration in the Program constitutes acceptance of these Terms and Conditions.

2. Program Period

- 2.1 The Program commences on 12.00 am AEST on 1 September 2025 and concludes on 11.59 pm AEDT 30 November 2025 (**Program Period**).

3. Eligibility and How To Enter

- 3.1 To be eligible, Participants must:
 - a be a valid Mercedes-Benz Bronze TradeClub Member;
 - b receive a written invitation from Mercedes-Benz to participate in the Program;
 - c be located within Australia;
 - d see the program details and their targets on the TradeClub members website tradeclub.mercedes-benz.com.au under the program name "Spend and Save 2025 (25SAS)"; and
 - e not fall within the Excluded Parties noted at clause 3.3 below. (**Participants**)
- 3.2 Participants will be deemed to have entered the Program by purchasing any Eligible Parts during the Program Period.
- 3.3 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 classifies as a Participant is eligible to participate in the Program.

4. Program Points

- 4.1 For the purposes of the following sections:
 - a "**Eligible Parts**" means Mercedes-Benz Genuine Parts.
 - b "**Reward Dollars**" Reward Dollars can be redeemed against future purchases of Mercedes-Benz Genuine parts, or merchandise available from the Specified Mercedes-Benz Retailer.
 - c "**Specified Mercedes-Benz Retailer**" is the Retailer from whom the TradeClub Member has purchased the largest amount of Eligible Parts during the Program Period and with whom Reward Dollars must be redeemed.
 - d "**Earned Reward Dollars**"- the Reward Dollars that have been accrued during the Program Period.
 - e "**Activated Reward Dollars**" – once the program has been completed any earned Reward Dollars will be activated, which will enable them to be redeemed at the Specified Mercedes-Benz Retailer by no later than 30 June 2026.
 - f **Target 1** – Minimum Qualifying Target to reach the first Reward Dollar payment level.
 - g **Target 2** – the second target required to reach the Bonus Reward Dollar payment.
- 4.2 Each Participant will be given two targets, which shall be determined at the absolute discretion of Mercedes-Benz: "**Minimum Qualifying Target**" – (Target 1) and a "**Bonus Target**" – (Target 2)".
- 4.3 If the Participant exceeds the Minimum Qualifying Target – Target 1 for Eligible Parts they will receive Reward Dollars equal to 1% of their total purchases of Mercedes-Benz Genuine Parts.

- 4.4 If a member reaches the Bonus Target – Target 2 during the Program Period, then their Reward Dollars will increase to 2% of their total purchases of Mercedes-Benz Genuine Parts.

Example Calculation:

If a member has a Target 1 Value of \$5,000 and a Target 2 value of \$5,500

If the Member purchases \$5,100 of Eligible Parts during the Program Period:

Reward Dollars Earned = \$5,100 x 1% = \$51

If the Member purchases \$5,700 of Eligible Parts during the Program Period:

Reward Dollars Earned = \$5,700 x 2% = \$114:

- 4.5 The maximum amount a member may earn from this program is \$10,000 in Reward Dollars.
- 4.6 Eligible Parts purchased at multiple Mercedes-Benz retailers will be consolidated to determine Reward Dollar amount.

5. Reward Dollars Activation Process

- 5.1 During the Program Period, Members are able to see their progressive performance on a monthly basis on the TradeClub Member's website: tradeclub.mercedes-benz.com.au under the current offers section "Spend and Save 2025 (25SAS)". Earned Reward Dollars will not be able to be redeemed until they have been activated following the conclusion of the Program Period.
- 5.2 At the end of the Program Period (estimated to be mid-December 2025), Mercedes-Benz will activate any Reward Dollars earned which will add them to the members Activated Reward Dollar balance. Members can view details of their progressive standings versus target updated monthly via the TradeClub members website: tradeclub.mercedes-benz.com.au
- 5.3 Once Reward Dollars have been activated they will show on the Member's portal as being available to be redeemed with the Specified Mercedes-Benz Retailer.
- 5.4 Activated Reward Dollars will expire on 30 June 2026.

6. Reward Dollars Redemption Process

- 6.1 In order to redeem Reward Dollars, members must purchase Mercedes-Benz Genuine Parts from the Specified Mercedes-Benz Retailer. The member should then request from their Specified Mercedes-Benz Retailer that the Reward Dollars are to be redeemed against the specific order.
- 6.2 The Specified Mercedes-Benz Retailer will then apply a credit to the invoice equal to the amount requested to be redeemed.
- 6.3 The Specified Mercedes-Benz Retailer will then update the Mercedes-Benz TradeClub website with the redemption amount. Note: a member is only eligible to redeem the Activated Reward Dollars once and is not eligible to claim for a second time if there is a delay in processing prior redemptions.
- 6.4 Activated Reward Dollars can only be redeemed if the Participant is still a valid Mercedes-Benz TradeClub Member at the time of redemption.
- 6.5 Activated Reward Dollars are not transferable and cannot be substituted for cash or alternative awards.
- 6.6 Redemption of Activated Reward Dollars may be subject to additional terms and conditions in the absolute discretion of Mercedes-Benz.

7. Liability

- 7.1 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 Reward Dollars that are 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 the merchandise stated in these Terms and Conditions;
 - f any tax liability incurred by a winner or entrant; or
 - g the use of all or part of any Reward Dollars (including without limitation any loss, damage, injury or death resulting from an accident).
- 7.2 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.

8. Privacy

- 8.1 From time to time, Participants will receive information about the Program. By participating in the Program, Participants consent to receiving this information from Mercedes-Benz, including via email.
- 8.2 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.
- 8.3 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. 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: mbauprivacyofficer@mercedes-benz.com
- 8.4 Participants consent to the exchange of their Personal Information and other data between Mercedes-Benz retailers, Mercedes-Benz AG and any related corporate entity and any third party service provider.

9. Taxation

- 9.1 Participants are responsible for any tax consequences associated with receiving the Reward Dollars.
- 9.2 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.

10. Disqualification

- 10.1 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; or
 - e is, or is reasonably suspected of being, in breach of any laws;
- 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.
- 10.2 If a Participant is disqualified from any Program, they will not be entitled to Redeem Reward Dollars.

11. Variation of Terms and Conditions

- 11.1 Reward Dollars are 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 Reward Dollars offered under a specific Program. Unless otherwise specified by Mercedes-Benz, all such variations shall be deemed to operate retrospectively.
- 11.2 Notice of any change to these Terms and Conditions may be announced by Mercedes-Benz in writing or communicated via the TradeClub website.
- 11.3 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.
- 11.4 Mercedes-Benz's interpretation of these Terms and Conditions and any specific Program conditions, including determining eligibility for the Program and/or Reward Dollars, will be final and binding.
- 11.5 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.
- 11.6 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.
- 11.7 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.
- 11.8 The Program is based on performance, and chance plays no part in determining the Program or Member Reward Dollar allocation.