

Mercedes-Benz TradeClub.

Virtual Service Kits: Terms and Conditions.

1. General

- 1.1 These terms and conditions, as amended from time to time, shall govern the Mercedes-Benz Virtual Service Kit 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 will run for the period 1 September 2026 until advised that the program has concluded

3. Eligibility and How To Enter

- 3.1 To be eligible, Participants must:
 - a be a valid Mercedes-Benz TradeClub Member;
 - b be located within Australia; and
 - c 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 all of the eligible parts contained in the published service kits on a single invoice.
- 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. How Does the Program Work?

Mercedes-Benz will publish a series of catalogues that nominates what filters and spark plugs are associated with each schedule service by model. If a member purchases all of the nominated parts contained in a nominated Service Kit on a single invoice, they will be eligible for a Reward Dollar rebate of 10% of the TradeClub price associated with that Virtual Service Kit.

Mercedes-Benz may from time to time run promotional programs which will change the base Reward Dollar percentage amount

Members are advised to check with their Retailers to confirm the exact Service Kit associated with the VIN they are repairing before placing their order. If the combination of Filters and Spark Plugs advised by their Retailer for a particular service is not available in the published Service Kit catalogues, then that combination will not be available for Rebate support.

Reward Dollars earned will be activated to a members Reward dollar account at the end of each Calendar month. Members will be allocated their Reward Dollars which can be redeemed at their preferred Mercedes-Benz Retailer for a credit against future purchases of Mercedes-Benz Genuine Parts.

Reward Dollars earned during 2026 will expire on June 30, 2027.

- 4.1 Where can I find the catalogues:

The catalogues will be emailed to each member at the start of the program, with updates being issued monthly for Supersessions and Price changes.

The Master copy will also be available via a link in the members TradeClub website or contact your Mercedes-Benz TradeClub Retailer
- 4.2 What if not all of the parts are available at the Retailer

Bonus reward dollars will only be paid when all of the nominated parts forming a Service Kit are purchased and sold on the one invoice. If there are parts shortages then the member has the option to wait for all of the parts to be available so they can be invoiced on one invoice or purchase the parts individually and not receive the Bonus Reward Dollar rebate

Parts purchased over multiple invoices will not be treated to as an eligible Service Kit under the virtual Service Kit program.

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).

- 4.3 If the 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 pandemics such as COVID 19, Mercedes-Benz reserves the right to amend, suspend or cancel the Program.

5. Privacy

- 5.1 From time to time, Participants will receive information about the Program. By registering in the TradeClub Program, Participants consent to receiving this information from Mercedes-Benz, including via email. If a Participant wishes to be excluded from receiving emails they must either unsubscribe once they receive an email or untick the email button on their member details in the member website.
- 5.2 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.
- 5.3 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 TradeClub 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
- 5.4 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.

6. Taxation

- 6.1 Participants are responsible for any tax consequences associated with using Reward Dollars.
- 6.2 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.

7. Disqualification

- 7.1 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;
 - 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.
- 7.2 If a Participant is disqualified from any Program, they will not be entitled to the rewards outlined above.

8. Variation of Terms and Conditions

- 8.1 The Program 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 rewards offered under a specific Program. Unless otherwise specified by Mercedes-Benz, all such variations shall be deemed to operate retrospectively.
- 8.2 Notice of any change to these Terms and Conditions may be announced by Mercedes-Benz in writing or communicated via the TradeClub website.
- 8.3 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.
- 8.4 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.
- 8.5 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.
- 8.6 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.
- 8.7 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.

The Program is based on performance, and chance plays no part in determining the Program or Member Reward Dollar allocation