PENSKE NEW ZEALAND MAN TGX 26.520 END OF YEAR SALE PROMOTION

TERMS AND CONDITIONS

1. PROMOTER

1.1 This promotion is conducted by Penske New Zealand (Company Number 107518) of 2 Headquarters Place, Hornby South, Christchurch 8042, New Zealand ("**Penske**", "**we**", "**us**", or "**our**").

1.2 This promotion is conducted exclusively at Penske's branches in New Zealand at the following locations:

(a) 4 Langley Road, Wiri, Auckland 2104

(b) 2 Headquarters Place, Hornby South, Christchurch 8042

(c) 115 Kaweroa Drive, Omanawa 3110

(each, a "**Branch**", and together, the "**Branches**").

1.3 For all enquiries about this promotion or about your personal information, please contact us:

- **Address:** 2 Headquarters Place, Hornby South, Christchurch 8042, New Zealand
- **Email:** tferreira@penskeanz.com

2. PROMOTION PERIOD

2.1 The promotion commences at 8am New Zealand Time (NZT) on 1 October 2026 and closes at 5:00pm on 14 December 2026 (the "**Promotion Period**").

3. ELIGIBILITY

3.1 Entry is only open to purchasers who:

(a) make a Qualifying Purchase (as defined in clause 4.1) during the Promotion Period at a Branch;

(b) must pay in full for an Eligible Stock Unit (as defined in clause 4.2) upon delivery and take delivery of that Eligible Stock Unit from Penske (including delivery arranged by Penske to a third-party site or alternate location) during the relevant Branch's trading hours, on a delivery date mutually agreed in writing between the purchaser and that Branch at the time of purchase of the Eligible Stock Unit; and

(c) either:

(i) claim the Offer (as defined in clause 6) in respect of an Eligible Stock Unit purchased in their own name or in the name of the business entity completing the purchase (including a company or trust). The Offer may not be claimed on behalf of a third party; or

(ii) where the Eligible Stock Unit is purchased in the name of a company or trust, Penske may, at its sole discretion, permit one natural person nominated by that company or trustee (as applicable) to be treated as the eligible participant for the purposes of this promotion.

4. QUALIFYING PURCHASE

4.1 A **"Qualifying Purchase"** means the purchase of an Eligible Stock Unit (as defined in clause 4.2) from any of the Branches where the purchaser has entered into a binding contract of sale with Penske for that Eligible Stock Unit within the Promotion Period.

4.2 The following new stock unit is eligible for this promotion (the "**Eligible Stock Unit**"):

Make	Model	Warranty Classification
MAN	TGX 26.520	Regional Highway Vehicle Warranty

4.3 Stock units other than those listed in clause 4.2 do not qualify for this promotion, regardless of any other characteristics of those stock units.

4.4 A purchase is not a Qualifying Purchase if:

(a) the binding contract of sale was not entered into during the Promotion Period; or

(b) the vehicle is not an Eligible Stock Unit listed in clause 4.2.

5. HOW THE FIRST 20 QUALIFYING PURCHASES ARE DETERMINED

5.1 Entitlement to the Offer is determined by completion of a Qualifying Purchase during the Promotion Period, not by chance or random selection. This promotion is not a game of chance or a lottery.

5.2 The qualifying time for each purchase is determined by the date and time at which the purchaser enters into a binding contract of sale with Penske for an Eligible Stock Unit during the Promotion Period.

5.3 Penske records qualifying times in its internal systems. Entitlement is determined sequentially based on this objective, time-stamped record. Penske's record of qualifying times is final and binding in the absence of manifest error.

5.4 In the event that two or more purchasers complete clause 5.2 at exactly the same recorded time, Penske will determine priority first by reference to the time at which full payment in cleared funds was received (earlier payment takes priority), and if still equal, by reference to the time at which the binding contract of sale was entered into.

5.5 Once 20 Qualifying Purchases in aggregate across all Branches have been completed and recorded, the promotion closes to further participants notwithstanding that the Promotion Period may not yet have expired. Penske will endeavour to notify potential purchasers who have expressed an interest in the Offer as soon as reasonably practicable after the promotion has closed under this clause.

6. THE OFFER

6.1 Each purchaser who completes a Qualifying Purchase within the first 20 completed Qualifying Purchases will receive enrolment in, or access to, the following for the Eligible Stock Unit:

(a) Up to five (5) years / 750,000km Entire Vehicle Warranty (whichever occurs first from the warranty start date);

(b) Nationwide Aftersales Support Network; and

(c) Comfort Service Package, being the “Comfort” service level generally described in the document entitled “MAN NZ Service Contract”, subject to the qualifying purchaser

entering into a separate Repair and Maintenance Agreement with Penske and paying $500 plus GST per month for 60 months in accordance with that agreement. The scope of coverage will be governed by the terms of that Repair and Maintenance Agreement.

(the "**Offer**").

6.2 The Offer is subject to the separate terms and conditions applicable to each of the benefits listed in sub-clauses 6.1(a) to (d), each of which may be subject to its own terms and conditions, which will be made available to, or otherwise communicated to, the qualifying purchaser at or around the time of enrolment in the Offer.

6.3 The Offer:

(a) is non-transferable and may only be used by the qualifying purchaser (or, where the qualifying purchaser is a business entity, an authorised representative of that entity); and

(b) has no cash redemption value and cannot be exchanged for cash, credit, or any other substitute.

6.4 Penske confirms that the Offer will be made to qualifying purchasers in accordance with these terms. Penske will use reasonable endeavours to make the Offer to each qualifying purchaser as soon as practicable following completion of their Qualifying Purchase and confirmation of their entitlement.

7. HOW THE OFFER IS MADE

7.1 Following completion of a Qualifying Purchase and confirmation of entitlement under clause 5 and subject to clause 8, Penske will contact the qualifying purchaser using the contact details provided at the time of purchase to make the Offer.

7.2 To facilitate Penske making the Offer, the qualifying purchaser must provide Penske with their full name, contact details (email address and/or telephone number), and delivery address (if applicable). These details will be used in accordance with the Privacy Notice in clause 111.

7.3 If Penske is unable to contact a qualifying purchaser using the contact details provided or if the qualifying purchaser fails to respond to Penske's reasonable attempts to contact them within 30 days of the earlier of:

(a) the close of the Promotion Period; and

(b) the date Penske receives the full purchase price in cleared funds from the purchaser,

Penske reserves the right to treat the Offer as unclaimed. Penske will make at least two genuine attempts to contact the qualifying purchaser before treating an Offer as unclaimed.

8. FORFEITURE

8.1 A purchaser forfeits all entitlement to the Offer if the purchaser fails to:

(a) pay the full purchase price for the Eligible Stock Unit in cleared funds upon delivery of the Eligible Stock Unit; or

(b) take physical delivery of the Eligible Stock Unit from Penske within a reasonable period after being notified by Penske that the Eligible Stock Unit is ready for delivery.

8.2 Where forfeiture occurs under clause 8.1, no substitute, alternative benefit, or compensation will be provided in lieu of the Offer.

8.3 The forfeiture in clause 8.1 applies only where the failure to pay in full or take delivery of the Eligible Stock Unit in accordance with clause 8.1 is attributable to the purchaser's own failure to fulfil their obligations. This clause does not apply, and forfeiture will not occur, where the failure to complete payment or delivery is caused or materially contributed to by Penske's acts or omissions (including, without limitation, where Penske is responsible for a delay in making the Eligible Stock Unit available for delivery). In those circumstances, the parties' rights will be determined by reference to applicable law and the terms of the contract of sale.

8.4 Nothing in these terms and conditions limit any rights that the purchaser may have under the Fair Trading Act 1986 or the Consumer Guarantees Act 1993.

9. PUBLICATION

9.1 By entering this promotion, a purchaser consents (where reasonably requested) to their name and image being published by Penske, including on Penske's social medial channels following confirmation by Penske that the Offer will be made to the purchaser.

10. GENERAL

10.1 This promotion is not available in conjunction with any other offer. For the purposes of this clause, "any other offer" means any other promotional offer, price discount, bonus, rebate, fleet pricing arrangement where a discount or incentive is applied, trade-in allowance, loyalty benefit, incentive, or other special pricing or promotional benefit made available by Penske New Zealand to customers from time to time, whether advertised publicly or offered on an individual basis. This limitation does not affect the standard warranty terms applicable to Eligible Stock Units as set out in clause 4.2, which apply independently of this promotion.

10.2 This promotion is only available while stocks of Eligible Stock Units remain available at the relevant Branch during the Promotion Period. Penske does not guarantee the availability of any particular Eligible Stock Unit for the full duration of the Promotion Period.

10.3 This promotion applies exclusively to Qualifying Purchases made at the Branches.

10.4 This promotion applies only to the Eligible Stock Units listed in clause 4.2. It does not apply to any other stock, model, configuration, or unit.

10.5 Only 20 Offers are available in total. Upon expiry of the Promotion Period, no further Offers will be made available, and any subsequent purchases (even of Eligible Stock Units) will not entitle the purchaser to the Offer.

10.6 Penske reserves the right to cancel, suspend, or vary this promotion only if required to do so by law or regulation, or in the event of circumstances beyond Penske's reasonable control that make continuation of the promotion impractical or unlawful. Any such clause is narrowly drafted and limited to genuine circumstances. Penske will not exercise this right for its own commercial convenience, and will not exercise it in a manner that adversely affects the entitlements of any purchaser who has already completed a Qualifying Purchase and been confirmed in writing as entitled to the Offer.

10.7 Without limiting any other terms herein, the purchasers hereby release Penske and indemnify it against any actions, claims, proceedings, demands, liabilities, losses, damages, expenses and costs (including legal costs on a full indemnity basis) suffered by Penske arising from or in connection with the purchaser's breach of these terms and conditions, or participation in this promotion.

10.8 Penske (including its officers, employees, contractors and/or representatives) shall not be liable (including for any negligence) for any loss or damage whatsoever which is suffered (including but not limited to direct, indirect, special or consequential loss or damage) or for any personal injury suffered or sustained in any way arising under or in connection with this promotion or these terms and conditions, except for any liability which cannot be excluded by

law. To the maximum extent permitted by the law, the purchaser releases and indemnifies Penske in respect of any loss or damage whatsoever and howsoever arising.

10.9 Penske is not responsible for any incorrect or inaccurate information, either caused by the purchaser or for any of the equipment or programming associated with or utilised in this promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of this promotion including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

10.10 Penske accepts no responsibility for any tax liabilities that may arise from accepting the Offer. Independent financial advice should be sought as tax implications may arise as a result of accepting the Offer.

11. PRIVACY NOTICE

This notice is given in accordance with Information Privacy Principle 3 of the Privacy Act 2020.

11.1 The agency collecting your personal information is Penske New Zealand, located at 2 Headquarters Place, Hornby South, Christchurch 8042, New Zealand, which also holds the information collected.

11.2 In connection with this promotion, Penske collects personal information from you, including your full name, contact details (email address and/or telephone number and delivery address), and information about your purchase of an Eligible Stock Unit.

11.3 Your personal information is collected for the purpose of:

(a) verifying your eligibility for the Offer;

(b) determining your position among the first 20 Qualifying Purchases;

(c) contacting you to make the Offer to you; and

(d) maintaining records of this promotion for audit and dispute resolution purposes.

11.4 Your personal information may be shared with the following intended recipients:

(a) MAN Truck & Bus SE and any third party suppliers engaged in providing or administering components of the Offer, including enrolment in, and ongoing administration of, the benefits of the Offer; and

(b) Penske's internal staff and related entities involved in administering this promotion.

11.5 Your personal information collected in connection with this promotion will not be used or disclosed for marketing purposes without your separate, express consent. Participation in this promotion does not constitute consent to receive marketing communications.

11.6 You are not required by law to provide your personal information in connection with this promotion. However, if you do not provide the information requested, Penske may be unable to verify your entitlement to the Offer.

11.7 You have the right to request access to, and correction of, any personal information that Penske holds about you in connection with this promotion, subject to the Privacy Act 2020. To make such a request, please contact Penske's Privacy Officer:

- **Address:** C/- Privacy Officer, 72 Formation Street Wacol, QLD 4076, Australia
- **Email:** privacy@penskeanz.com

11.8 Personal information collected in connection with this promotion will be retained by Penske for a period of 7 years following the close of the Promotion Period for audit and dispute resolution purposes, and will then be securely destroyed or de-identified.

11.9 Penske handles all personal information in accordance with the Privacy Act 2020. For further information about how Penske handles personal information, please refer to Penske's Privacy Policy, available at www.penskeanz.com/compliance-legal/ or upon request.

12. GOVERNING LAW

12.1 These terms and conditions are governed by the laws of New Zealand.

12.2 Any disputes arising in connection with this promotion are subject to the jurisdiction of the courts of New Zealand.

13. DISPUTE CONTACT

13.1 If you have any questions, concerns, or disputes regarding this promotion or your entitlement to the Offer, please contact Penske in the first instance:

- **Address:** 2 Headquarters Place, Hornby South, Christchurch 8042, New Zealand
- **Email:** skelly@penskeanz.com

13.2 Penske will endeavour to respond to all promotion-related enquiries and disputes within 10 business days of receipt.

These terms and conditions were prepared for Penske New Zealand (Company Number 107518) in connection with the MAN TGX 26.520 End of Year Sale at its Branches. These terms and conditions are subject to the laws of New Zealand.