

“VOLKSWAGEN WIN 1 OF 3 VOLKSWAGEN GOLF GTI’S” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Entry into this Promotion is deemed to be an acceptance of all Terms and Conditions.
2. The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2190. Telephone: 02 9695 6000.
3. Entry is only open to residents of Australia aged over 18 years or over. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
4. Promotion commences at 6:00am AEDST on 07/12/2017 and ends at 11:59pm AEDST on 30/04/2018 (“Promotional Period”).
5. To enter, entrants must undertake the following steps during the Promotional Period:
 - a) Have (and pay for in full) a scheduled service as specified in the service schedule, for their Volkswagen vehicle at any authorised Volkswagen Dealer in Australia. Warranty work only, repairs, or the completion of individual items that do not form part of a full scheduled service (such as a change of light bulb/s) are not included, and do not qualify for entry. At the time of paying for a full scheduled service, customers will be provided with an entry leaflet on how to enter.
 - b) Visit the promotional website at <https://au.volkswagen.com.au/models/golf-gti-competition> and follow the prompts to the competition entry page;
 - c) Input the requested details including their full name, email address, phone number, Postcode and their vehicle’s VIN number; and
 - d) Submit the fully completed online entry form.
6. By submitting an entry into this competition, and by confirming via an opt-in, entrants consent to receive promotional and other marketing messages from the Promoter (including messages sent electronically for an unlimited period of time). Entrants will be able to opt-out at any time by following the instructions included in each message sent by the Promoter.
7. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant’s identity, age, vehicle details and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter’s discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter’s legal rights to recover damages or other compensation from such an offender are reserved.
8. Incomplete, indecipherable entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (a) only one (1) entry is permitted per Volkswagen vehicle (i.e. per VIN/registration) that has been serviced at an authorised Volkswagen Dealer in Australia; and (b) each entry must be submitted separately and in accordance with entry requirements.
10. Entrants must retain service invoice(s) for all entries as proof of service. Failure to produce the proof of service for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant’s entries and forfeiture of any right to a prize. Service invoice(s) must clearly specify the authorised Volkswagen Dealer where the service was conducted and that the service was conducted during the Promotional Period but prior to entry.

11. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
12. The draw will take place at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250 on 14/05/2018 at 10:00am AEST. Anisimoff Legal, on behalf of the Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. The winner will be notified in writing by email within two (2) business days of the draw and their name will be published online at <https://au.volkswagen.com.au/models/golf-gti-competition> from 21/05/2018.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first three (3) valid entries drawn, from all valid entries received, will each win a MY18 Volkswagen Golf GTI DSG (automatic) in Tornado Red. Total prize value is up to AU \$47,402 including registration, compulsory third party insurance, stamp duty and dealer delivery charges (which may vary State by State). Any winners residing in Western Australia (WA) will be responsible for arranging and paying for an immobiliser to be fitted, as required by WA Road Traffic regulations. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the winner. The winners must collect the prize from their nearest authorised Volkswagen dealership.
15. If a winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between a winner and the assignee. The winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting a prize that the winners may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
16. The total prize pool value is up to AU\$142,206 (including GST) as of 22/11/2017. Prizes are not transferable or exchangeable and cannot be taken as cash.
17. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited.
18. If a prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. In the case that a prize is unclaimed after a three (3) month period a redraw will take place on 14/08/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners (if any) will be notified in writing by email within two (2) business days of the draw. Winner's names will be announced online at <https://au.volkswagen.com.au/models/golf-gti-competition> from 21/08/2018.
20. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
21. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act (Cth), as well as any other implied warranties under the ASIC Act (Cth) or similar consumer protection laws in the States and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all

liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.

24. These Terms and Conditions are governed by, and are to be construed in accordance with, the laws enforceable in Australia. The winners submits to the exclusive jurisdiction of the courts exercising jurisdiction in Australia and any court hearing appeals from those courts.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.volkswagen.com.au/en/privacy-policy.html. As specified in clause 6 above, in addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter.

NSW Permit No. LTPS/17/20355. ACT Permit No. TP17/02454. SA Permit No. T17/2301