



## VOLKSWAGEN CHILL ON THE HILL 2024 PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 895 South Dowling Street, Zetland NSW 2017.
3. Subject to clause 4, entry is only open to all Australian residents. Entry is only open to Australian residents aged 16 years and older ("Entrants"). Entrants aged less than 18 years must obtain the consent of their parent or legal guardian to enter the Promotion and provide personal information about themselves. These Terms and Conditions will bind the Entrants and any parent or legal guardian who gives their consent for Entrants aged less than 18 years.
4. 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.
5. Promotion commences at 9:00am AEDT on 30/08/2024 and ends at 3:00pm AEDT on 28/10/2024 (the "**Promotional Period**").

To enter the competition, participants must, during the Promotional Period, visit the Volkswagen Chill on the Hill website at <https://VWChillOnTheHill.com.au/> ("**Website**"), and enter their details whilst stating in 25 words or less why they deserve a break to chill on the hill at Henson Park.

6. This is a game of skill and chance plays no part in determining the winners. The winners will be selected by a panel of two (2) independent judges who are marketing professionals, based on the following judging criteria applied to each Entrant's entry: Relevance to the Promotion Post (50%); Uniqueness (25%); and Consistency with the Promoter's brand ideals (25%) (together, the "Criteria"). The judge's decision is final, no further correspondence will be entered into.
7. Each winner will receive:
  - a) 4 x tickets to the Volkswagen Chill on the Hill Experience at Henson Park during a Sydney Swans AFLW match
  - b) Merchandise package, including a picnic blanket and 2 x Sydney Swans scarves
  - c) Catering package
  - d) Beverage package

(the "**Prize**").

It is the winners responsibility to get to and from Henson Park. Winners will not be reimbursed for travel expenses.



8. There will be a total of four (4) Prizes available to be won for four (4) Sydney Swans AFLW home games at Henson Park during the Promotional Period.
- R4 – Sydney Swans v GWS Giants – Sunday 22<sup>nd</sup> September 2024, 3.05pm
  - R6 – Sydney Swans v Geelong Cats – Sunday 6<sup>th</sup> October 2024, 3.05pm
  - R8 – Sydney Swans v Gold Coast Suns – Saturday 19<sup>th</sup> October 2024, 3.05pm
  - R10 – Sydney Swans v Gold Coast Eagles – TBC (Friday 1<sup>st</sup> November 2024 – Sunday 3<sup>rd</sup> November 2024)
9. The judging of winners based on the Criteria will take place at Banter, Suite 3.01, Level 3, 74 Mentmore Avenue, Rosebury, NSW 2018 at the times stated below:

Round	Draw date	Draw Time	Entry Cutoff
R4	16/09/24	4:00pm	16/09/24 3:00pm
R6	30/09/24	4:00pm	30/09/24 3:00pm
R8	14/10/24	4:00pm	14/10/24 3:00pm
R10	28/10/24	4:00pm	28/10/24 3:00pm

The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. In the event a selected winner does not contact the Promoter by 5:00pm AEDT the day following the Prize draw, the Promoter reserves the right to award the Prize to a reserve entry.

10. The Promoter will contact each winner to arrange fulfillment of the Prize and any verification details required during this process.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. Errors and omissions will 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.
12. 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.
13. Only one (1) entry is valid per person.
14. The winner will be notified via the contact details provided at the time of entry. The Promoter's decisions are final and no correspondence will be entered into.
15. Winners will be announced online at <https://www.volkswagen.com.au/en/brand-experience/partnerships-events> from the first working day following the draw, for a minimum of 28 days.
16. If the winner does not take the Prize (or an element of the Prize) at the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited by the winner. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.



17. The total prize pool value is up to \$6,440 including GST.
18. When an entrant submits any materials via the promotion including comments (“**Content**”), the entrant, unless the Promoter advises otherwise, licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display such Content for any purpose in any media, without compensation, restriction on use, attribution or liability. Entrants agree not to assert any moral rights in relation to such use and warrant that they have the full authority to grant these rights.
19. Entrants agree that they are fully responsible for the Content they submit. The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - a) They will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - b) They will obtain prior consent from any person that appears in their Content;
  - c) They will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein;
  - d) Their Content shall not contain viruses or cause injury or harm to any person or entity;
  - e) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems. Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
  - f) Images that are directly defamatory to the Promoter will also not be approved.
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 to: (a) disqualify any entrant; or (b) 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, as well as any other implied warranties under the ASIC Act 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 New South Wales, Australia. Each party submits to the exclusive jurisdiction of the courts exercising jurisdiction in New South Wales, Australia and any court hearing appeals from those courts.
25. Entrants acknowledge and agree that the Promoter may collect their 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 and consenting to the Promoter using this PI for the purposes set out in this clause. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.volkswagen.com.au/en/privacy-policy.html> 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.