



**“ŠKODA TOUR DE FRANCE GIVEAWAY” PROMOTION  
TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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, trading as ŠKODA Australia (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2190, telephone (02) 9695 6000 (“**Promoter**”).
3. Entry is only open to Australian residents aged 18 years or over who hold a current valid driver’s licence issued in an Australian State or Territory as at the date of the test drive mentioned in clause 6 below.
4. Employees (and their immediate families) of the Promoter, authorised ŠKODA dealerships, 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 1<sup>st</sup> cousin.
5. Promotion commences at 9:00am AEST on 27/06/2016 and ends at 5:00pm AEST on 14/08/2016 (“**Promotional Period**”).
6. To enter, eligible individuals must complete the following steps during the Promotional Period:
  - a) test drive any ŠKODA vehicle at an authorised ŠKODA dealership in Australia (excluding ŠKODA service centres) during the Promotional Period. Authorised ŠKODA dealerships can be located via [www.skoda.com.au/dealers](http://www.skoda.com.au/dealers); and then
  - b) at the conclusion of the test drive, follow the instructions given by a representative at the dealership to enter all of their requested personal details (including but not limited to their full name, postcode and a valid email address) on the online entry form using one of the computers at the dealership.

Upon completion of the above steps, eligible individuals will receive a confirmation email to their nominated email address and one (1) entry into the promotion (“**Initial Entry**”).

7. After an entrant receives an Initial Entry, if he/she goes on to purchase a ŠKODA vehicle from any ŠKODA dealership in Australia and then takes delivery of that vehicle during the Promotional Period, he/she will automatically receive nine (9) additional entries into the draw (“**Additional Entries**”). The ŠKODA vehicle purchased must be purchased in the entrant’s name for them to be eligible to receive Additional Entries in respect to that purchase. A purchase will only be deemed valid if the entrant has purchased and accepted delivery of the vehicle within the Promotional Period.
8. Incomplete or indecipherable entries will be deemed invalid.
9. Multiple entries permitted, subject to the following: (a) only one (1) Initial Entry permitted per person, regardless of the number of test drives they complete; (b) only nine (9) Additional Entries permitted per person, regardless of the number of ŠKODA vehicles they purchase in excess of one (1); (c) a maximum of ten (10) entries in total permitted per person; and (d) each entry must be submitted in accordance with entry requirements.
10. 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 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.

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, Erina Plaza, 210 The Central Coast Highway, Erina, NSW 2250 on 14/09/2016 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
13. The winner will be notified by email within two (2) business days of the draw and their name will be published online at [www.skoda.com.au](http://www.skoda.com.au) from 23/09/2016.
14. The Promoter's decision is final and no correspondence will be entered into.
15. The first valid entry drawn will win a trip for two (2) adults to France, to watch one (1) stage of the 2017 Tour de France, valued at up to AU\$29,000 depending on date and point of departure. The winner will be able to select one (1) stage ("**Stage**") of the 2017 Tour de France that they would like to attend. The prize includes:
  - a) return business class airfares from winner's nearest Australian capital city to the closest airport to the selected Stage location for two (2) adults;
  - b) return transfers from the airport to the accommodation for two (2) adults;
  - c) two (2) nights twin share accommodation in a minimum 4.5-star hotel in the city of the selected Stage for two (2) adults (extract hotel determined by Promoter);
  - d) a three (3) day hospitality package at the 2017 Tour de France for two (2) adults, valid at the selected Stage only; and
  - e) Two thousand dollars (AU\$2,000) spending money for the winner, awarded via an electronic funds transfer into an account in the winner's name.

Additional spending money, meals, taxes (excluding airline and airport taxes), insurance, passports, visas, vaccinations, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. Prize must be taken to coincide with a single Stage of the 2017 Tour de France, which will be held between 01/07/2017 - 23/07/2017, is subject to booking and flight availability. The winner and his/her companion are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. The winner and his/her companion must depart from and return to the same departure point and travel together. The Promoter is not responsible for any cancellation, delay or rescheduling of flights and any costs incurred as a result (including, without limitation, accommodation costs) will be the sole responsibility of the winner. The winner is advised to consult their healthcare professional regarding recommended immunisations and/or health checks prior to travelling and to check for travel warnings and any perceived hazards with appropriate authorities, including [www.dfat.gov.au](http://www.dfat.gov.au). Itinerary to be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. The winner may be required to present their credit card at time of accommodation check in.



16. As a condition of accepting the prize, the winner: (a) agrees to take photographs and/or videos while participating in the prize, documenting their experience at the 2017 Tour de France ("**Footage**") and to provide Footage to the Promoter when requested; and (b) 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 the Footage for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability. The winner warrants to the Promoter that the Footage is an original work of the winner that does not infringe the rights of any third party and consents to any use of their Footage which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
17. Subject to the unclaimed prize draw clause, if for any reason the winner does not take the prize (or an element of the prize), then the prize (or that element of the prize) will be forfeited.
18. If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
19. The 2017 Tour de France Hospitality Package ticket prizes are subject to the event venue and ticket terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject the winner (and/or his/her companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
20. Total prize pool value is up to AU\$29,000.
21. The prize, or any unused portion of the prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for the prize, if unclaimed, may take place on 21/11/2016 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by email within two (2) business days of the re-draw and their name will be published online at [www.skoda.com.au](http://www.skoda.com.au) from 28/11/2016.
23. Winners acknowledge that there may be inherent risks in some aspects of accepting the prize and that participation in the promotion and/or using the prize may involve participating in dangerous activities. By entering this competition and/or accepting the prize, entrants accept that risk.
24. 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.
25. 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.
26. 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.

27. 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) if the 2017 Tour de France event is delayed, postponed or cancelled for any reason beyond the reasonable control of the Promoter; (f) any tax liability incurred by a winner or entrant; or (g) taking/use of and/or participation in the prize.
28. As a condition of accepting the prize, the winner (and his/her companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
29. 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 <http://www.skoda.com.au/system/privacy/> . 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. The Promoter will not disclose entrant's personal information to any entity outside of Australia.

**NSW Permit No. LTPS/16/04319 ACT Permit No. TP16/01073 SA Permit No. T16/960**