

CUPRA Obsession x Tom Thum Giveaway 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. Subject to Clause 4, entry is only open to Australian residents aged 18 years and older (“**Entrants**”).
3. The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) trading as CUPRA Australia of Level 7,895 South Dowling Street, Zetland NSW 2017.
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. Subject to Clause 7, entries into the promotion open at 10AM AEST on 12/11/2024 and close at 11:59PM AEST on 22/11/2024. (“**Promotional Period**”).
6. To enter and receive an entry into the draw, individuals must, during the Promotional Period;
 - a. Visit the CUPRA Obsession Series website at <https://cupraobsessionseries.com.au/> (“Website”), and enter their details whilst stating in 25 words or less, where your obsession has taken you.
7. Only one (1) entry is permitted for each Entrant during the Promotional Period.
8. Entry Periods, Draw Dates and Publication Dates for each of the competition posts are as follows:

Draw	Open Date at 10:00am	Close Date at 11:59pm	Draw Date at 2:00pm	Publication Date
1	12/11/2024	22/11/2024	25/11/2024	25/11/2024

9. 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.
10. Incomplete or indecipherable entries will be deemed invalid.
11. When an entrant submits any materials via the promotion including entry post and 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.
12. 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 toward the Promoter will also not be approved.
13. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that 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.
14. 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.
15. The draw will take place at CUPRA Australia Head Office, 895 S Dowling St, Zetland NSW 2017 on the dates outlined in Clause 8. A panel of judges ("Judges") will select (45) winning entries. Entries will be judged on criteria of originality and creativity ("**Judging Criteria**"). Entrants who submit the best Entries (as determined by the Judges) will win the Prizes ("Winners") The Promoter is able to select additional reserve Winners and record them in case an invalid entry or ineligible Winner is selected.

16. This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.

17. The Promoter's decision is final, and no correspondence will be entered into.

18. The winning entrants will receive:
 - a. 1x double pass to the CUPRA Obsession x Tom Thum event at the CUPRA City Garage Sydney on 28 November from 6pm valued at \$200 AUD."Prize". The Prize cannot be transferred and cannot be redeemed for cash. Unless expressly stated in these Terms and Conditions, all other expenses become the responsibility of the Winners. If the Prize is unavailable for any reason, the Promoter reserves the right to substitute the Prize for a prize of equal or greater value.Prizes will be awarded to the person named in the entry.

19. There will be a total of 45 Prizes to be won during the promotional period.

20. The winners will be notified via email within two (2) business days of the selection.

21. If a winner is unreachable or does not claim the prize within a specified period of one week from first notified, the Promoter reserves the right to select an alternative winner.

22. If the prize is unavailable, the Promoter, at 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.

23. Total prize pool value is up to \$9,000 AUD.

24. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. Any cost associated with redeeming the prizes is the responsibility of the winner.

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 pandemic, 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. Any cost associated with entering the promotion is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. Liability for any tax (other than FBT) arising out of participation in this promotion (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
28. The Promoter is not liable for any loss, damage, or injury suffered as a result of participation in this Promotion, except for liability that cannot be excluded by law.
29. 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.
30. 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.

31. Our Privacy Policy explains how you can request access to and the correction of your personal information and how you may make a privacy complaint to us. For full details, see our Privacy Policy. 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.cupraofficial.com.au/privacy-policy> 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.

32. If any dispute arises between an entrant and the Promoter concerning these Terms of Entry, the conduct or results of this Promotion, or any other matter relating to this Promotion, the Promoter will take reasonable steps to consider the entrant's point of view, take into account any facts or evidence the entrant puts forward, and to respond to it fairly within a reasonable time. The decision of the Promoter will be final and binding and no correspondence or discussion will be entered into, comment issued, or reason given in respect of any decision made by the Promoter.