

VOLKSWAGEN OPEN AIR CINEMA COMPETITION TERMS & 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 3, entry is only open to Australian residents, 18 years and over.
3. 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 6:00pm AEDT on 15/01/2016 and ends at 5.00pm AEDT on 17/01/2016 (the "**Promotional Period**").
5. To be eligible to enter, individuals must use their own Facebook profile and respond to the competition question "Name your favourite Volkswagen model and tell us why."
6. This is a game of skill and chance plays no part in determining the winners. Each entry will be individually judged based on the originality and creative merit of the image provided. The judges reserve the right to 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.
7. At the end of the Promotional Period, the best fifteen (15) valid entries will win 2 unique codes to Ben & Jerry's Open Air Cinema Canberra. The unique codes are redeemable for 2 tickets during 14/01/2016 – 21/02/2016. Winners will need to do the following to redeem their cinema tickets;
 - a) Check out the program on openaircinemas.com.au
 - b) Choose movie
 - c) Go to <http://openaircinemas.ubitix.com/comp.aspx>
 - d) Enter unique code and follow the instructions. Enter each code separately to claim both tickets.
8. The Promoter reserves the right, at anytime, to verify the validity of entries and entrants (including an entrant's identity, Facebook profile and account, 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.
9. 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.

10. Only one (1) entry is permitted per person.
11. The judging will take place at DDB, Level 3, 46-52 Mountain Street, Ultimo NSW 2007 from 19/01/2016 at 2:00pm AEST. 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.
12. Winners will be notified on 19 January 2016 via the Volkswagen Australia Facebook page. The Promoters' decisions are final and no correspondence will be entered into.
13. The Prize is subject to the standard terms and conditions of individual Prize and service providers.
14. If for any reason a winner does not take a Prize (or an element of a Prize) at the time stipulated by the Promoter, then the Prize (or that element of the prize) will be forfeited by the winner.
15. If any Prize (or part of any 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.
16. Winners are required to make their own way to the event; travel and accommodation are not included in the Prize.
17. The total prize pool value is up to \$720 including GST.
18. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.
19. 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.
20. 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; and (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.
 - (e) Images that are directly defamatory to the Promoter will also not be approved.
21. 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.
22. 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.
23. Any cost associated with accessing the Facebook Page is the entrant's responsibility and is dependent on the Internet service provider used.
24. 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 State 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.

25. 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 any of the promotions are cancelled, postponed or rescheduled 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 a prize.
26. 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.
27. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this information. The full Privacy Policy is available at <http://www.volkswagen.com.au/en/tools/navigation/footer/privacy.html>. Entrants should direct any request to access, update, opt-out of direct marketing or correct information to the Promoter. All entries become the property of the Promoter.
28. Entry and continued participation in the promotion is dependent on entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities, which can be viewed at <http://www.facebook.com/terms.php>.
29. This promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Entrants understand that they are providing their information to the Promoter and not to Facebook. The information an entrant provides will only be used for the purposes outlined in these Terms and Conditions. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Facebook. Facebook will not be liable for any loss or damage or personal injury which is suffered or sustained by an entrant, as a result of participating in the promotion (including taking/use of a prize), except for any liability which cannot be excluded by law.
30. The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2190, Tel: (02) 9695 6000.