

“BE DRIVEN TO FAN DAY THANKS TO VOLKSWAGEN” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prize(s) 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 who are available to attend either of the following two events:
 - the 2017 Sydney Swans Fan Day, presented by Volkswagen, at the Sydney Cricket Ground, Moore Park, (“**SCG**”) on 04/03/17 (“**Sydney Fan Day**”); or
 - the 2017 Sydney Swans Fan Day, presented by Volkswagen, at Lakeside Oval, Albert Park, Melbourne (“**Lakeside**”) on 01/04/17 (“**Melbourne Fan Day**”).
3. Entrants under 18 years old must have parental/guardian approval to enter. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
4. Employees (and their immediate families) of the Promoter, the Sydney Swans, 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. The promotion commences at 16:00 AEDST on 20/02/17 and closes at 17:00 on 28/02/17 for the Sydney Fan Day, and commences at 16:00 on 20/03/17 and closes at 17:00 on 28/03/17 for the Melbourne Fan Day (“**Promotional Period**”).
6. To enter, individuals must, during the Promotional Period, log onto the Sydney Swans website (www.sydneyswans.com.au), follow the prompts to the promotion entry page, input the requested details (including, but not limited to, their full name, address, phone number and email address) and an answer to the question in 25 words or less: “The Volkswagen range features the latest technology, what technology do you love in your vehicle and why?” (“**the Question**”).
7. 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.

8. Incomplete, indecipherable entries will be deemed invalid.
9. Only one (1) entry permitted per person.
10. 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.
11. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judged based on literary and creative merit of the answer provided to the Question. 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. The judging will take place at Mango Communications, Level 3, 46-52 Mountain Street, Ultimo NSW 2007 on 01/03/2017 for the Sydney Fan Day competition and on 29/03/2017 for the Melbourne Fan Day competition. 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. The winner will be notified by telephone and by email by 17:00 on 01/03/17 for the Sydney Fan Day competition and by 17:00 on 29/03/7 for the Melbourne Fan Day competition.

Major Prize: Sydney Fan Day competition - The best valid entry, as determined by the judges, will win a drive in a Volkswagen chauffeured vehicle accompanied by two (2) Sydney Swans players to the SCG for the winner and three (3) companions (including friends and family) valued at \$400.00. One of the places for this prize must be used by the winner. If the winner resides within 10 kilometres of the Moore Park then the prize includes pick up from their house on 04/03/17 at or around 10:00am. Otherwise, the pick up will be from an agreed location. The companions of each winner will not be picked up separately. The winner and their three (3) companions will be given a behind the scenes tour of the Sydney Swans facilities at the SCG with a Sydney Swans player. The winner and their three (3) companions must abide by these terms and conditions and any Sydney Swans terms and conditions advised.

Melbourne Fan Day competition - The best valid entry, as determined by the judges, will win a drive in a Volkswagen chauffeured vehicle accompanied by two (2) Sydney Swans players to Melbourne Sports and Aquatic Centre, Albert Park, for the winner and three (3) companions (including friends and family) valued at \$200.00. One of the places for this prize must be used by the winner. If the winner resides within 10 kilometres of Albert Park then the prize includes pick up from their house on 01/04/17 at or around 8:00am. Otherwise, the pick up will be from an agreed location. The companions of each winner will not be picked up separately.

Travel (including but not limited to any flights and accommodation) to the agreed pick-up location are not included in the Major Prize.

13. **Secondary Prize:** The second and third best valid entries, for those attending the Sydney Fan Day, as determined by the judges will win a behind the scenes tour of the Sydney Swans facilities at the SCG on 04/03/17 between 10.30am – 1.30pm with one (1) companion. Any other ancillary costs with accepting the Secondary Prize will be the responsibility of the winners and his or her companions, including but not limited to, travel to SCG. This Secondary Prize is valued at \$200.00. One of the tickets to this prize must be used by the winner. The winners and his or her companions and children (if any) must abide by these terms and conditions and any Sydney Swans or stadium entry terms and conditions advised.
14. If for any reason a winner does not take a prize (or an element of the prize) at the time stipulated by the Promoter, then the prize (or that element of the prize) may be forfeited at the Promoter's absolute discretion.
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. During the entire duration of the prize, a nominated parent/guardian must accompany any person under 18 years of age.
17. The prizes are subject to the SCG venue terms and conditions, including any applicable age restriction. The Promoter and event organizers hereby expressly reserve the right to eject any winner (and/or any companion) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the prize.
18. The total prize pool value is up to \$1000.00 excluding GST.
19. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
20. Entrants consent to the Promoter, the Sydney Swans (and other third parties associated with the event) 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 or the Sydney Swans.
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) 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, 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.
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) if the Event is cancelled, postponed or rescheduled for any reason beyond the reasonable control of the Promoter; (f) if any or all of the Sydney Swans players cannot participate in the prize event for any reason beyond the reasonable control of the Promoter; (g) any tax liability incurred by a winner or entrant; or (h) taking/use of and/or participation in a prize.
24. As a condition of accepting a prize, the winner (and his/her companions) 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.
25. The Promoters collect 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 and prize suppliers. Entry is conditional on providing this PI. The Promoters will also use and handle PI as set out in their respective Privacy Policies, which can be viewed at <http://www.sydneyswans.com.au/privacy> (Sydney Swans) or at <http://www.volkswagen.com.au/en/tools/navigation/footer/privacy.html> (Volkswagen). In addition to any use that may be outlined in the Promoter's Privacy Policies, the Promoters may, for an indefinite period, for entrants that have opted in, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policies also contain 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 Promoters. The Promoters will not disclose entrant's personal information to any entity outside of Australia.

26. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter. Each entrant warrants to the Promoter that each entry submitted is an original literary work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
27. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
28. The Promoters are:
 - Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) of 24 Muir Road, Chullora, NSW 2190. Telephone: 02 9695 6000; and
 - Sydney Swans Limited (ABN 48 063 349 708) of Light Tower 4, SCG, Driver Avenue, Moore Park NSW 2021. Telephone: 02 9339 9123; and