

TERMS & CONDITIONS: AUDI FOUNDATION PRIZE DRAW 013

The Audi Foundation Prize Draw 013 (**Draw 013**) is conducted by Audi Foundation Limited as trustee for The Audi Foundation (ABN 13 480 646 318) of Level 7, 895 Dowling Street, Zetland, NSW 2017 (**Audi Foundation**).

- ACT Permit No. R 24/00151
- NSW Authority No. GOCAU/2323
- SA Permit No. M14633
- VIC Permit No. 10347/24
- WA Permit No. LS222188124

Proceeds from Prize Draw 013 will be applied to the Audi Foundation for the purpose of supporting Australia's leading progressive charities and programs that create positive and meaningful change. Certain expenses relating to Draw 013 may be deducted from the proceeds. The total number of tickets available is limited to 12,000. The cost per ticket is \$55.00.

PROMOTER

"Promoter" means Audi Foundation Limited as trustee for The Audi Foundation (ABN 13 480 646 318) of Level 7, 895 Dowling Street, Zetland, NSW 2017.

PROMOTIONAL PERIOD

Draw 013 commences at 10:00 (AEST) on Wednesday 4 September 2024 and ends at 17:00 (AEST) on Wednesday 30 October 2024 (**Promotional Period**).

ELIGIBILITY CRITERIA

Entry to Draw 013 is open to all residents of Australia. Entrants must be 18 years old or over. Employees or office bearers of the Audi Foundation or their relatives cannot enter. Nor can anyone or the relatives of anyone engaged in the conduct of the draw.

HOW TO ENTER

Entry is via Internet only at <http://www.audifoundation.com.au>.

To enter Draw 013, entrants must, during the Promotional Period:

1. purchase and retain a valid ticket from <http://www.audifoundation.com.au> (**Eligible Purchase**);
2. retain the Eligible Purchase's purchase receipt (**Purchase Receipt**); and
3. accept these terms and conditions of the competition (Draw 013).

The Promoter is not responsible for any entry not received by it during the Promotional Period, including as a consequence of any failure of technology or service operated by or supplied to the Promoter.

By purchasing a ticket, it is deemed that all terms and conditions have been agreed to and accepted by the person whose name is completed in the entry mechanism as the entrant (**Entrant**), and the Entrant warrants that he or she is eligible for the draw.

The Promoter reserves the right to verify the validity of entries and to disqualify any Entrant who tampers with the entry process or who submits an entry that is not in accordance with the conditions of entry.

The Promoter collects Entrants' personal information in order to conduct the Draw 013. If the information requested is not provided, the Entrant may not participate in the Draw 013.

The Promoter may use the Winners(s) and companions name, picture, and voice (including photos, videos, and recordings) to promote the prize draw and their products or services.

WINNER DETERMINATION

The winner(s) will be drawn randomly from all eligible Entrants at 15:00 (AEST) on Friday 1 November 2024 at Audi Australia, 895 South Dowling Street).

First Prize will be drawn first. Second prize will be drawn immediately following the first prize draw.

WINNERS NOTIFICATION & PRIZE COLLECTION

The winner(s) will be notified via telephone within two (2) days of the draw and in writing/e-mail within four (4) days of the draw, and the winners' name and locality will be published on the Audi Foundation website (www.audifoundation.com.au) on Friday 1 November 2024 and will remain on this website for no less than twenty-eight (28) days. The winners details will also be published in The Australian newspaper on Saturday 2 November 2024. All reasonable steps to notify the winners will be taken. The winner of the first prize and the winner of the second prize must claim their prize before 31 January 2025. If the winner(s) have not claimed their prize by this date, subject to state regulations¹, there will be an unclaimed Prize draw held on Monday 3 February 2025 at 15:00 (AEST) at Audi Australia, 895 South Dowling Street, Zetland, New South Wales. The winner of the unclaimed prize draw(s) will be notified in writing on Friday 7 February 2025.

DETAILS OF PRIZES

There are two prizes.

First Prize

The first prize is an Audi RS E-tron GT in Daytona grey pearl effect paint.

- Make: Audi
 - Model: 2023 RS e-tron GT
 - Daytona grey, pearl effect paint
 - Arras Red fine Nappa leather upholstery with honeycomb stitching
 - 21" alloy wheels in 5-double spoke concave module design in black
 - Carbon black exterior styling package including carbon roof, carbon exterior mirror caps and black Audi rings front/rear with model badges in black
 - Sensory packing with front seats with massage function, heated outer rear seats and air quality packing ioniser.
 - 22kW Charger Package including onboard charger (up to 22kw AC) and Audi connect charging system (up to 22kw AC).
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- Value \$299,995 (drive away)

First Prize includes registration in the State in which the Prize Winner resides, dealer delivery and all other mandatory on road costs. The Prize is not transferable, exchangeable or redeemable for cash. No optional extras or accessories included unless stated. All ancillary costs or accessories not expressly provided are the responsibility of the Winner. The Prize excludes comprehensive insurance, operational costs, fuel, personal costs and any other ancillary or incidental costs related to the Prize or anything else not specifically mentioned, which is the responsibility of the Winner. The Prize will be made available for the Winner to collect from the authorised Audi dealer closest to the Winner's place of residence as stated in their entry details (see www.audi.com.au for a list of Audi dealer locations). All costs associated with travel to and from the dealer is at the Winner's own cost. The Promoter accepts no responsibility for any mechanical, body or paint repairs or repairs or maintenance of any kind relating to the Prize after the date and time of Prize collection by the Winner. To the fullest extent permitted by law, the Promoter shall not be liable for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained arising out of in relation to or in connection with this promotion, including as a result of using the Prize.

Second Prize

Second prize is an Audi Foundation Dinner & Drive Experience for two (2) valued up at \$6451.00 depending on the city of departure. Second prize includes:

- Two (2) return economy flights from winners closest capital city in Australia to Melbourne, Victoria;
- Transfer from Melbourne Airport to Crown Towers for two (2) people;
- One (1) night accommodation on 14 November 2024 at Crown Towers for two (2) people twin share;
- Dinner for two (2) at Bistro Guillaume on 14 November 2024;
- Transfers from Crown Towers on 15 November 2024 to Phillip Island Grand Prix Circuit;
- Audi Drive Experience for two (2) people on 15 November 2024 at Phillip Island Grand Prix Circuit; and
- Transfer from Phillip Island Grand Prix Circuit to Crown Towers or Melbourne Airport on 15 November 2024 for two (2) people.
- The program may be subject to change due to unforeseen circumstances. Any changes will be communicated as soon as they arise.

Second prize includes airfares, accommodation and activities as stipulated. Spending money, gratuities, merchandise & souvenirs, accommodation, meals, insurance, parking fees, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included, except as specified as part of the prize. Travel must be taken to coincide with the relevant event on the dates specified by the Promoter. Flights and any accommodation will form part of the Second prize and will be booked by the Promoter. The winner and any travelling companion/s are responsible for ensuring that they have all necessary documents to travel to the relevant place (including a current passport and visas, if required).

The Second prize winner and their companion must depart from and return to the same departure point and travel together on the same itinerary. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. The winner may be required to present their credit card at time of accommodation check in.

As a condition of accepting the Second prize, the winner(s) (and their companion) must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including any participation indemnity form.

Proof of identity

The Promoter reserves the right to request the Prize Winner to provide proof of identity, proof of residency at the nominated prize delivery address, and proof of entry validity in order to claim any prize. Proof of identification, residency and entry validity considered suitable for verification is at the discretion of the Promoter. In the event that a Prize Winner cannot provide suitable proof, the Prize Winner will forfeit the Prize in whole and no substitute will be offered.

19) The Promoter's decision is final and no correspondence will be entered into. If a Prize, or element of a Prize, is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize, or element of it, subject to the approval of any relevant authority.

Publicity

By accepting the Prize, the Prize Winner agree to participate in and co-operate with, if required by the Promoter, all reasonable media editorial requests relating to the Promotion, including but not limited to, being interviewed and photographed and/or filmed.

Tax implications

The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize. Independent financial advice should be sought.

Intellectual Property Rights

Each entrant consents to the Promoter (and each of its assignees and licensees) doing or omitting to do anything which may infringe any and all moral rights of the entrant including to edit, alter and reproduce the entry, and that such consents have been obtained to the full extent permitted under the *Copyright Act 1968* (Cth).

An entry and any copyright subsisting in an entry irrevocably becomes, at time of entry, the property of the Promoter. Each entrant acknowledges and agrees that if his/her entry wins, the Promoter (any each of its assignees and licensees) have the right, in their absolute discretion, to edit, amend, copy, use, publish, broadcast and communicate to the public, the entry in any media including the internet, without any further consultation, reference, payment or any other compensation to the entrant.

Cancellation and disqualification

If the Promotion is not capable of being conducted due to circumstances beyond the Promoter's control the Promoter reserves the right to amend, suspend or cancel the Promotion subject to approval from any relevant authority.

The Promoter 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, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

Use of personal information

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 www.audifoundation.com.au 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.

Jurisdiction

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.

Disputes

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.