### **CUPRA - Football Australia Registration Fees Cashback Promotion 2023**

#### **Terms and Conditions**

### 1. Overview

Volkswagen Group Australia Pty Ltd (ACN 093 117 876), trading as CUPRA Australia (**CUPRA**), is offering Eligible Customers (as defined in clause 3.3) a cashback payment in accordance with the terms and conditions set out below (**Cashback Offer**).

### 2. Promotion Period

The promotion begins on 20 July 2023 and ends on 31 December 2023 (**Promotion Period**). CUPRA reserves the right to change, cancel or extend the Promotion Period at any time and without any prior notice.

### 3. Conditions

- 3.1 The Cashback Offer is only available during the Promotion Period.
- 3.2 The amount of the cashback payment is one maximum amount of AUD \$500 (Cashback Amount) for an Eligible Customer with or have an immediate family member with a paid 2023 Football Australia Club Player Registration (FA Registration). To be eligible for the Cashback Offer, you must satisfy each of the following conditions (Conditions):
  - (a) reside in Australia;
  - (b) agree to these Terms and Conditions;
  - (c) purchase a new CUPRA Leon, Formentor or Ateca vehicle which must be delivered to you during the Promotion Period;
  - (d) be registered or have an immediate family member (as defined by Fair Work Australia which can be found at <u>link</u>) registered to play with an Australian football club for the 2023 season (a full list of eligible clubs can be found at <a href="https://www.playfootball.com.au/club-registration-search">https://www.playfootball.com.au/club-registration-search</a>; (FA Club); and
  - (e) provide the number of a valid FA Club Player registration for the 2023 football season which must be in your name or your immediate family members name together with proof of payment of the FA Club registration fees and a signed Declaration Form in Annexure 1 at the time of delivery of your CUPRA vehicle.
- 3.3 You will be deemed an "Eligible Customer" upon:
  - (a) satisfaction of each of the Conditions; and
  - (b) CUPRA verifying and validating your FA Club registration details with Football Australia.

At CUPRA's sole discretion, failure to provide the details referred to in clause 3.2(e) may disqualify you from receiving the Cashback Amount.

- 3.4 The Cashback Amount is available to Eligible Customers only. Only one Cashback Amount may be claimed per Eligible Customer.
- 3.5 If CUPRA determines that you are an Eligible Customer, the Cashback Amount will be paid in cash by electronic funds transfer (**EFT**) to an Australian bank account nominated by you at the time of delivery of the new CUPRA vehicle by your CUPRA Garage.
- 3.6 CUPRA is not liable for any EFT payment not being made to, or received by, the Eligible Customer because the Eligible Customer does not hold an Australian bank account. CUPRA will only make three

- (3) attempts to make an EFT to the Eligible Customer's nominated bank account. If the EFT fails after three (3) attempts, the Cashback Amount will be forfeited and is no longer payable.
- 3.7 Eligible Customers should allow sixty (60) days from the date of delivery of the CUPRA vehicle for the EFT to be made to their nominated bank account. The Eligible Customer may need to allow further time for the funds to be cleared by their bank.
- 3.8 The Cashback Offer is not transferable and cannot be used in conjunction with any other offer or promotion.
- 3.9 If CUPRA finds you have participated in this promotion but have falsely claimed you are an Eligible Customer, then CUPRA will charge you, and you must pay to CUPRA, the full amount of the Cashback Amount.
- 3.10 Eligible Customers accept the Cashback 'as is' and acknowledge that CUPRA accepts no responsibility for any tax implications that may arise from the cashback. Eligible Customers may need to seek advice from the Australian Tax Office or their own taxation adviser or independent financial adviser.
- 3.11 Participants acknowledge that this promotion is not administered by Football Australia and indemnify Football Australia from and against any and all losses, costs, damages, expenses, liabilities and claims arising out of the promotion and its terms.
- 3.12 Participants acknowledge that this promotion is not administered by Football Australia and that Football Australia is not liable for any loss (including indirect, special or consequential loss), expense, damage, personal injury, illness or death suffered in connection with the promotion.
- 3.13 CUPRA (or third parties on its behalf) may collect personal information of the Eligible Customers to make the Cashback Offer and disclose such information to third parties for this purpose, including agents, contractors, service providers and other suppliers. Participation in the Cashback Offer is conditional on providing this information. Some of these entities may be outside Australia, including in Europe. By participating in the Cashback Offer, Eligible Customers consent to the personal information they provide being collected, stored and handled for this purpose in accordance with CUPRA's privacy policy which is available at: <a href="https://www.cupraofficial.com.au/privacy-policy">https://www.cupraofficial.com.au/privacy-policy</a>
- 3.14 To the extent permitted by applicable laws, CUPRA reserves the right to change without notice the terms and conditions of this promotion, or modify or end this promotion at any time without prior notice.
- 3.15 These Terms and Conditions are governed by the laws of New South Wales. Eligible Customers submit to the non-exclusive jurisdiction of the courts of New South Wales.

# Annexure 1

# **Declaration Form**

1. Details	
Eligible Customer Name	
FA Registration Number of Eligible Customer (if applicable)	
or;	
2. Immediate Family Member Decla	ration
Name of Immediate Family Member*	
FA Registration Number of Immediate Family Member**	
	efinition of an immediate family member as defined by Fair Work Australi
via the link below.*	
https://www.fairwork.gov.au/taxonomy	<u>v/term/423</u>
$\Box$ I declare that the person listed in the	ne table below is an immediate family member according to the Fair Work
Australia definition and have obtained relationship if requested.**	I consent to provide this information and I can provide evidence of the
3. Signature	
Eligible Customer Signature	Date