



FC BARCELONA vs A-LEAGUE ALL STARS MATCH PROMOTION TERMS AND CONDITIONS

1. Information and instructions on how to enter the FC Barcelona vs A-League All Stars Match Promotion ("**Promotion**") and information on prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is Volkswagen Group Australia Pty Ltd trading as CUPRA Australia (ABN 14 093 117 876) of 895 South Dowling Street, Zetland NSW 2017.
3. Subject to clause 4, entry is only open to Australian residents aged 18 years and older ("**Entrants**").
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 stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister, or 1st cousin.
5. Promotion commences at 1:00pm AEDT on 19/05/2022 and ends at 1:00pm AEDT on 23/05/2022 (the "**Promotional Period**").

To enter the competition, participants must, during the Promotional Period, visit the "Register Your Interest" section of the CUPRA Australia official website at [ryi \(cupraofficial.com.au\)](https://cupraofficial.com.au) ("**Website**"), enter their details and register their interest in a CUPRA model. In addition, participants must send a direct message to the [CUPRA Australia official Instagram channel](#) or comment on [CUPRA Australia official Facebook channel](#) in 25 words or less why they should win the experience.

6. This Promotion is a game of skill. Each valid entry will be individually judged by a judging panel consisting of representatives of the Promoter, based on the following judging criteria: Relevance to the Promotion Post (50%); Uniqueness (25%); and Consistency with the Promoter's brand ideals (25%) (together, the "**Criteria**"). The judges' decision is final, no further correspondence will be entered into.
7. Entries longer than 25 words will be disqualified. Entries that, in the Promoter's opinion, contain offensive, defamatory or otherwise objectionable or inappropriate material or that infringe any third party rights (including intellectual property rights) will be invalid and therefore ineligible to enter the Promotion. Any dispute relating to whether



entries have been received or not, will be determined by the Promoter, whose decision is final. The Promoter accepts no responsibility for late, lost or misdirected entries.

8. Prizes will be awarded to the 5 (five) Entrants whose entry, in the opinion of the judging panel, best meets the Criteria, as determined by the members of the judging panel in their absolute and sole discretion (each a **"Winner"** and collectively the **"Winners"**)

9. Each Winner will receive:

- a) 2x tickets for the FC Barcelona vs A-League All-Stars match which will be held in Accor Stadium Sydney [Edwin Flack Ave, Sydney Olympic Park NSW 2127] at 8.05pm on 25/05/2022 (the **"Match"**); and
- b) one entry to participate in 'The Crossbar Challenge' which will take place at half time of the Match.

(the **"Entry Prize"**). There will be up to 5 (five) Entry Prizes available.

It is the Winner's responsibility to travel to and from Accor Stadium. Winners will not be reimbursed for travel expenses.

10. To win the Major Prize (as defined below), the Winners of the Entry Prize must participate in 'The Crossbar Challenge' at which each of the Winners of the Entry Prize will have one (1) chance to shoot a football from the penalty spot at the crossbar.. Each Winner of the Entry Prize who successfully hits the crossbar from the penalty spot will receive:

- a. 2x return flight tickets from Sydney to Barcelona during the month of September 2022 (economy class),
- b. accommodation for 2 nights in a double room at Hotel Sofia in Barcelona during the month of September 2022.
- c. 2x tickets for a FC Barcelona game at Camp Nou stadium.(Date of the match has not been determined but will be in the month of September. The winners will be advised of the date closer to September 2022. Match dependent on the release of the Spanish football league calendar)

(the **"Major Prize"**). There will be up to 5 (five) Major Prizes available. However, a Major Prize will only be awarded to Winners who succeed in 'The Crossbar Challenge'.

The Major Prize does not include any travel to or from the airport, travel from the hotel to the stadium, travel insurance, any meals or beverages, spending money or any other expenses that are not expressly stated above to be included in the Major Prize.



The Entry Prize and the Major Prize are together referred to as the “Prize”, unless the context otherwise requires.

Please note: The event and the activity are subject to all rules or directions made by the Promoter. Any breach of these rules will invalidate entry.

11. The judging of winners based on the Criteria will take place on 23/05/2022 at 4:00pm at the offices of the Promoter at 895 South Dowling Street, Zetland NSW 2017 (“**Prize Determination**”).
12. The Promoter will contact each Winner to arrange fulfillment of the Prize and any verification details required during this process.
13. 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.
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. Only one (1) entry is valid per person.
16. The Winners will be notified via the contact details provided in the entry within 24 hours after the Prize Determination.
17. If a Winner does not take the Prize (or any element of the Prize) at the time stipulated by the Promoter, then the Prize (or that element of the Prize) will be forfeited by the Winner. The Prize, or any unused portion of the Prize, is not transferable or exchangeable and cannot be taken as cash.
18. The Entry Prize must be taken on 25/05/2022 and the Major Prize must be taken in the period between 01/09/2022 and 02/10/2022 and neither Prize may be transferred to any other dates. If the Winner is not available on these specific dates, or is otherwise unable to take the Prize on these specific dates, for whatever reason, including due to any travel restrictions put in place or regulatory advice given by the Australian Federal Government or any State or Local Government authority in relation to the COVID-19 pandemic, the Prize will be forfeited.



19. The total prize pool value is up to AU\$30,685 (including GST), comprising the following:
- a. Entry Prize: FC Barcelona vs A-League All-Stars tickets for centerline seats: AU\$250 each 10x tickets. Total Amount AU\$2,500 (including GST)
 - b. Major Prize (which will only be awarded to Winners who succeed in 'The Crossbar Challenge'):
 - Air fare (economy class): AU\$21,800 (including GST) for 10x flight tickets
 - Accommodation amount: AU\$3,385 (including GST) for 5x double rooms.
 - FC Barcelona in Camp Nou tickets amount: AU\$3,000 for 10x tickets.
20. 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.
21. 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.

22. 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.
23. 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, unauthorized 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.
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 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.
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, unauthorized 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) any tax liability incurred by a winner or entrant; or (f) use of 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. Entrants acknowledge and agree that the Promoter may collect their personal information ("PI") 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> which adheres to the Privacy Act 1988 (cth) and Australian Privacy Principles. 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.
28. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize. Independent financial advice should be sought.
29. If any dispute arises between an Entrant and the Promoter concerning these Terms and Conditions, 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, consider 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, comments issued, or reasons given in respect of any decision made by the Promoter.