

Škoda Australia 1M Kodiaq Giveaway

Terms and Conditions

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this competition is deemed acceptance of these Terms and Conditions ("**Competition**").
2. The Promoter is Volkswagen Group Australia Pty Ltd (ABN 14 093 117 876) trading as Škoda Australia of Level 7, 895 South Dowling Street, Zetland NSW 2017 ("**Promoter**").
3. Subject to Clause 4, entry is only open to Australian residents. The entrant, who submits the entry on behalf of the artist, must be over 18 years of age and must be the artist's parent or legal guardian. The artist must be under 18 years of age. These Terms and Conditions will bind the entrant, the artist, and any parent or legal guardian who provides consent. The Promoter may require written evidence that the entrant is the artist's parent or legal guardian. Failure to provide this upon request may result in disqualification.
4. Employees (and their immediate families) of the Promoter and agencies of the Promoter associated with this Competition 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. Subject to Clause 7, entries into the Competition open at 9AM AEST on 13/08/2025 and close at 11:59PM AEST on 08/09/2025 ("**Competition Period**").
6. To enter the Competition, individuals must complete the following steps, during the Competition Period:

Step 1: Invite Your Little Artist to Create The Masterpiece

Draw your ultimate Kodiaq adventure! It's all about FAMILY! Invite your little artist under age 18 to draw the ultimate Kodiaq adventure! Use the printable template accessible [here](#) or grab one printed template in-store from a Škoda dealership across the country (excluding service centres). Digital, computer or AI-generated drawings are not accepted. Parents or legal guardians must submit the drawing on behalf of their child (hereafter, referred to as "**Artist**") and will be deemed the entrant for the purposes of the Competition.

Step 2: Share It on Socials

Post a photo of your artwork to Instagram or Facebook on your profile feed, make sure that your profile is public, and be sure to:

1. Follow @skodaaustralia

2. Tag Škoda's official handle "@skodaaustralia"
3. Use the hashtag #TheCarChibaldPrize
4. Answer in your caption: "What adventures would you embark on in your new Kodiaq, and who would you take along?"

Step 3: Share to Win People's Choice Award

Every like or comment on your post (using the hashtag) counts as a vote for the People's Choice Award—so don't forget to share your post with friends and family!

Step 4: Submit The Original Artwork In Person

Submit the original drawing at your nearest Škoda dealership showroom.

Step 5: Final Selection

The most original, heartfelt entries will be shortlisted for exhibition and prizes. One (1) major winner will drive away in the millionth Škoda Kodiaq, with three (3) runner ups and one (1) People's Choice prize also up for grabs.

7. Individuals that satisfy the eligibility requirements in clause 3, clause 4, clause 5 and clause 6 will qualify as an entrant in this Competition ("**Entrant**").
8. Only one (1) entry is permitted for each Entrant. In other words, the Entrant can only submit one (1) drawing.
9. 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 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, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Competition. Errors and omissions may 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
10. Incomplete or indecipherable entries will be deemed invalid. The Entrant must satisfy all the steps in clause 6 in order for it to be a complete and valid entry. The Promoter reserves the right to reject or remove any entry at any time without explanation.
11. When an entrant submits any materials via the Competition 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.

12. 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; and
- f. Images that are directly defamatory toward the Promoter will also not be approved.

13. Entrants consent to the Promoter using their name, likeness, image, Artwork, social media posts, and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. The Entrant, in the capacity as a parent or legal guardian agrees to sign any document or media consent form that lawfully gives effect to this clause 13 for children under the age of 18.

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 or undertake reasonable endeavours to verify the identity of the entrant.

15. Entries will be judged by a panel of judges appointed by the Promoter on 10/09/2025 by 5:00PM AEST. Entries will be judged on criteria of originality, engagement and creativity ("**Judging Criteria**"). The one (1) Entrant who submits the

best Entry (as determined by the judges in accordance with the Judging Criteria) will win the prize in clause 19 (“**Winner**”). The three (3) Entrants who submit the next best Entries (as determined by the judges in accordance with the Judging Criteria) will win the Runner Up prizes (“**Runner Up Winners**”). The one (1) Entrant who submits the best Entry (as determined by the most likes and comments on their post) will win the People’s Choice Award prize (“**People’s Choice Winner**”). The Winner, Runner Up Winners and People’s Choice Winner are collectively referred to as “**Competition Winners**”.

16. This Competition is a game of skill, and chance plays no part in determining the winner. All entries will be judged individually on their merits based on the Judging Criteria.
17. The Promoter’s decision is final, and no correspondence will be entered into.
18. Entries are only accepted in physical form handed in at Škoda dealerships. Any entry that has not been physically handed in-store at Škoda dealerships will not be accepted.
19. The Winner will receive a Škoda Kodiaq Sportline with Ultimate Pack and Premium Paint for a total prize value of AUD \$66,760 (“**Vehicle**”). The cost of CTP, Stamp Duty, Registration fees and dealer delivery costs will be borne by the Promoter, and the value of these on-roads will depend on the Winner’s state or territory. The Promoter is not responsible for insurance and any other associated costs beyond vehicle delivery and registration. The Winner comprising of one (1) Entrant and one (1) Artist will be invited to attend the award ceremony hosted at the Kevin Dennis Škoda Showroom on 22 September, 2025 between 6:00PM - 8:00PM, which will include catering and entertainment, valued at approximately \$55 per head. The Winner’s prize includes travel costs to and from the award ceremony.
 - If the Winner resides outside Victoria, the Winners prize also includes economy-class return airfares from the Winner’s nearest Australian capital city to Tullamarine Airport Melbourne (VIC).
 - If the Winner resides in Victoria, the prize includes vehicle transport to and from the Adina Hotel in lieu of airfares.

The Winner and the Artist will receive two (2) nights’ accommodation at Adina on Flinders. If Adina on Flinders is unavailable, a hotel of similar standard and value will be provided by the Promoter, subject to availability. The total estimated retail value of the Winner’s prize package, including the Škoda Kodiaq Sportline and attendance, is up to AUD \$71,260 (depending on the Winner’s point of departure). Incidental costs including (but not limited to) travel insurance, airport parking, meals, spending money and any other ancillary costs incurred by the Winner in connection with, or directly related to this Competition that are not specifically prescribed in this clause 19 are the sole responsibility of the Winner.

20. The Runner Up Winners will each receive one (1) electronic bike voucher from [Reid Cycles](#) valued at AUD \$200.00 to their provided email address subject to clause 22.

21. The People's Choice Winner will receive one (1) electronic VISA gift card valued at AUD \$200.00 to their provided email address subject to clause 22.
22. The Competition Winners will be notified via Instagram or Facebook Private Message (depending on where they made their entry) from the Škoda Australia Official page @skodaaustralia on 12/09/2025 after the Entries are judged. The Competition Winners must acknowledge acceptance of and claim their Prize by replying to the Škoda Australia Official message with details requested. If for any reason a Competition Winner does not acknowledge, accept and claim their Prize by 5:00PM AEST 14/09/2025, the prize will be forfeited and another winner selected in lieu. The Promoter will have no liability for a Competition Winner's failure to receive messages or notices from Škoda Australia due to a Competition Winner's mobile or computer settings, including (but not limited to) spam, junk messages or other security settings. This includes a Competition Winner's provision of incorrect or otherwise non-functioning contact information. The Promoter will arrange for delivery of the Vehicle to the Winner within four (4) weeks of the end of the Competition Period and the confirmation of a Winner.
23. If any of the prizes listed in clauses 19, 20 and/or 21 are unavailable, the Promoter, at its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
24. Prizes cannot be exchanged for goods, exchanged for cash, and are non-transferrable.
25. If the Competition is interfered with in any way or is not capable of being conducted as anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to pandemic, 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) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Competition, as appropriate.
26. Any cost associated with entering the Competition is the Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
27. Liability for any tax (other than FBT) arising out of participation in this Competition (including acceptance of a prize) is the sole responsibility of the entrant. Entrants should seek independent financial advice in this regard.
28. 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 Competition.

29. 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) any tax liability incurred by a winner or entrant; or (f) use of a prize.
30. 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.
31. Entrants acknowledge and agree that the Promoter may collect their personal information ("PI") in order to conduct the Competition 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.skoda.com.au/legal/privacy-policy> 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.
32. Entry and continued participation in the Competition is dependent on Entrants following and acting in accordance with the Instagram Terms of Use (which can be viewed at <https://help.instagram.com/581066165581870/>) or in accordance with the Facebook Statement of Rights and Responsibilities (which can be viewed at <http://www.facebook.com/terms.php>).

33. This Competition is in no way sponsored, endorsed, or administered by, or associated with, Facebook and/or Instagram. Entrants understand that they are providing their information to the Promoter and not to Facebook and/or Instagram. 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 Competition must be directed to the Promoter and not to Facebook and/or Instagram. Facebook and/or Instagram will not be liable for any loss, damage or personal injury which is suffered or sustained by the entrant, as a result of participating in the Competition (including taking/use of a prize) except to any liability that cannot be excluded by law.
34. If any dispute arises between an entrant and the Promoter concerning these Terms of Entry, the conduct or results of this Competition, or any other matter relating to this Competition, 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.