



## ŠKODA 48 HOUR TEST DRIVE PROMOTION

### TERMS AND CONDITIONS

1. The 48 Hour Test Drive is available at participating ŠKODA dealers ("the Dealer") across KAROQ DSG, KODIAQ TDI and KODIAQ TSI models in stock.
2. The test drive is an individual test drive of the KAROQ DSG, KODIAQ TDI and KODIAQ TSI models which will be from 1 to 48 hours in length, at the discretion of the Dealer (the "Offer") from 1 November 2018 to 31 January 2019.
3. All drivers must be over 21 years of age and hold a valid Australian driver's licence. Learner licensees are not acceptable ("**Eligible Participants**"). In the event that the Dealer discovers at any time that the above warranty is untrue or inaccurate in any way, the Dealer may prevent the Eligible Participant from taking part in the Offer or may discontinue the Eligible Participant's participation in the Offer.
4. By taking part in this Offer, Eligible Participants agree to be bound by these terms and conditions and any additional restrictions imposed by the Dealer.
5. The Offer is subject to availability at participating dealers.
6. Eligible Participants must register their interest at their preferred ŠKODA Dealer. Registering interest does not guarantee Eligible Participant's access to the Offer. The Dealer will notify Eligible Participant of availability (if any) within 7 working days of registration.
7. A maximum mileage of 500 kilometres per Offer applies, or as per instructions from the participating dealer.
8. A security deposit may be required from an Eligible Participant by the Dealer.
9. The Offer is subject to the insurance and operational requirements/policies of the Dealer. The Eligible Participant is liable to pay the insurance excess to the Dealer should the vehicle be involved in an accident and the excess is not recoverable from a third party. Further, if the cost of repairs are less than the excess amount and there is not an insurance claim lodged by the Dealer, the Eligible Participant undertakes to pay the actual cost of repairs to the Dealer.
10. All drivers are liable for all infringement notices related to the vehicle during the period of the extended test drive.
11. The Dealer reserves its right to withdraw the Offer or to amend these terms and conditions without prior notice at any time, for whatever reason, and without any liability to Eligible Participants for doing so.
12. By taking part in this Offer, Eligible Participants agree to provide their personal information ("**PI**") to the Dealer and Volkswagen Group Australia Pty Ltd trading as ŠKODA Australia ("ŠKODA"), who will only use the PI for the purpose of (a) administering the Offer, (b) follow up on the Offer to obtain feedback and (c) to market any particular offers to Eligible Participants in relation to the relevant vehicles which have been test driven. Acceptance of the Offer is conditional on providing this information. The full Privacy Policy is available at: <http://www.skoda.com.au/about/privacy-policy>. Eligible Participants should direct any request to access, update, opt-out of direct marketing or correct information to ŠKODA.

## Vehicle Use Conditions

1. Eligible Participant should take good care of the vehicle and return it in the same condition as when collected by them/delivered to them. The Eligible Participant will not willfully or maliciously damage the vehicles in any way.
2. No accessories or parts are to be removed from or affixed to the vehicle and no other changes may be made to the vehicle.
3. Smoking is not permitted in the Vehicles.
4. The Eligible Participant will not allow the number of passengers in the vehicles to at any time exceed the number which the vehicles were designed, registered or licensed to carry. Further, the Eligible Participant will not tow a load in excess of that which the vehicles were designed, registered or licensed to carry.
5. The vehicle is not at any time to be driven by any person under the influence of alcohol or drugs (noting that ŠKODA's insurance policy will not cover any liability incurred where a driver is found to be driving under the influence of drugs or alcohol).
6. The Eligible Participant will ensure that the vehicle is not used in a film or video production that is not expressly authorised by the Dealer.
7. If any damage is noted upon delivery or collection, please ensure that it is marked clearly on the delivery/collection document.
8. The Eligible Participant must all times observe and comply with all road and driving related laws, rules, and regulations.
9. The Eligible Participant is responsible for any tolls, fines, penalties or consumable items (for example petrol) incurred by the Eligible Participants.
10. The Eligible Participant agrees to indemnify and hold ŠKODA and the Dealer harmless in respect of any loss, expense, damage, action, proceedings, costs, claims, demands or liabilities which ŠKODA and/or the Dealer may suffer as a result of:
  - a. a breach by the Eligible Participant of any of the terms of this agreement; or
  - b. any negligent, wilful or reckless act or omission of the Eligible Participant;
  - c. any failure by the Eligible Participant to observe road and driving related laws, rules and regulations,

where ŠKODA and/or the Dealer is unable to claim for such losses, expenses, damages, actions, proceedings, costs, claims, demands or liabilities under Dealer's Vehicle Insurance Policy (being a comprehensive motor vehicle insurance policy relating to the vehicle).