

## FIRST THINGS FIRST – CAN YOU ENTER?

You sure can – as long as you are:

- human (easy right?);
- an Australian resident;
- a big kid – i.e. 13 years or older at the moment of entry (if you behave like a little kid but are over 13 you still qualify);
- crazy about netball;
- cool about the terms and conditions.

If in the past you have been naughty and are therefore banned from any sports events you cannot enter this Promotion.

("Eligible Entrant")

## HOW TO ENTER

It's pretty easy. Just ensure that you post a video of your best netball skills via your public Instagram or Twitter account including the hashtag #nissantopshot for your chance to win one of three weekly prizes, each week running over 14 weeks. One of the weekly winners will also be selected as our major prize winner.

Once you've done the above, it's in our hands. The Match Officials are all powerful, they cannot be bribed (not even with cookies) and their decision is final.

As is always the case, Eligible Entrants must comply with all relevant terms and conditions and any guidelines of use, including

Instagram's terms, located at:

<https://help.instagram.com/478745558852511>,

Instagram's Community Guidelines, located at:

<https://help.instagram.com/477434105621119>,

Twitter's terms located at:

<https://twitter.com/tos?lang=en#intlTerms>,

Twitter's Community Guidelines located at:

<https://support.twitter.com/articles/69214>.

This ensures that everything remains nice and clean. If you are naughty and don't comply you leave us with no choice but to rub you out from being able to win any prizes.

## THE BORING (BUT IMPORTANT) STUFF

- If you enter this Promotion, you acknowledge and accept the terms and conditions. **Interesting factoid:** all information on how to enter, entry instructions, advertising material and prize information published or otherwise communicated are considered part of these terms and conditions.
- Stop reading right now if you are:** an employee or director of the Promoter, an immediate family member of any employee or director of the Promoter, any retailer, supplier, associated company or agency of the Promoter, or any market research agency and any person who the Promoter has previously notified are not eligible to enter. Sorry but you'll have to sit this one out.
- If your entry doesn't meet the criteria set out here, it won't be considered. If your entry is stolen, forged, tampered with, destroyed by a meteor, mutilated in any other way or lost in cyberspace, it will be deemed void.
- Only one entry per person is allowed. You can only enter in your own name. If you try to trick the system or us by using automated entry software, mechanical or electronic devices or the wrong name, we'll make your entry void. Also, netball karma may get you.
- Starting play:** Entries for the Promotion open when the umpires indicate which is at **2pm (AEDT) on Saturday, 4 March 2017** and will close at **11.59pm (AEDT) on Tuesday, 30 May 2017 ("Match Duration")**.  
All entries must be received by the Promoter during the relevant Match Duration and in accordance with the conditions of entry. Don't be late! Getting your entry in before the end of the relevant Match Duration is critical – there will be no extra time – this is a time certain promotion.
- We've placed the heavy burden of judging the winning entries upon the wise shoulders of representatives of the Promoter ("**The Match Officials**").
- The judging of the weekly prizes will take place at 260-270 Frankston-Dandenong Road, Dandenong South, Victoria, 3175, Australia on the following dates and times:

## Weekly Prizes

**Weekly Prize 1: Tuesday, 14 March at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 12 March at 11:59pm.

**Weekly Prize 2: Tuesday, 21 March at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 19 March at 11:59pm.

**Weekly Prize 3: Tuesday, 28 March at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 26 March at 11:59pm.

**Weekly Prize 4: Tuesday, 4 April at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 2 April at 11:59pm.

**Weekly Prize 5: Tuesday, 11 April at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 9 April at 11:59pm.

**Weekly Prize 6: Tuesday, 18 April at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 16 April at 11:59pm.

**Weekly Prize 7: Wednesday, 26 April at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 23 April at 11:59pm.

**Weekly Prize 8: Tuesday, 2 May at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 30 April at 11:59pm.

**Weekly Prize 9: Tuesday, 9 May at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 7 May at 11:59pm.

**Weekly Prize 10: Tuesday, 16 May at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 14 May at 11:59pm.

**Weekly Prize 11: Tuesday, 23 May at 2pm** for entries received between Friday, 17 February at 2pm and Sunday, 21 May at 11:59pm.

**Weekly Prize 12: Wednesday, 31 May at 2pm** for entries received between Friday, 17 February at 2pm and Tuesday, 30 May at 11:59pm.

## Major Prize

Only The judging of the major prize will take place at an undisclosed location to protect the private details of our Major Prize match Officials (our secret – they are prominent netball players) during **Thursday, 1 June 2017 before 3pm**. There is generally no need for you to turn up (it might also be difficult given it is an undisclosed location) – if you did it might also get awkward when we don't let you in.

- We recommend putting maximum effort into your entry. This is a game of skill, not chance. Luck won't win you any of the prizes, but an outstanding entry might. All entries will be judged based on the creativity and originality of your entry, in the humble opinion of our well-credentialed Match Officials. The Match Officials decision is final and they won't change their minds, even if you cry.
- All prizes will be awarded to the winning entrants based on the subjective decision of the Match Officials. The buck stops with them. No bribes will be accepted.
- What can I win:** Here's what you could win:

- Weekly prizes**

Each week the best three judged entries will win a Nissan Branded Match Size Ball signed by Nissan Netball Ambassadors Jo Weston and Caitlin Bassett.

- Major prize**

The best judged single entry from all the winning weekly entries will win:

- A cash prize for them self of \$25,000 (you could always share this with friends); and
- A donation for their nominated netball club or association of \$25,000. To be eligible to receive the donation, your choice must be a Netball Australia affiliated club or association. Our lovely friends at Netball Australia will confirm affiliation so make sure you have this checked off beforehand.

11. **Tell me more:** The prize value for the weekly prizes is \$6,720 and the major prize value is \$50,000.
12. We can't exchange, swap or transfer the prize(s) or any unused portion, or give you cash instead. Prize values are in Australian dollars and are the recommended retail value and are correct at time of printing. We can't be held responsible if the prize value changes afterwards. To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability, or merchantability of the prize(s).
13. **Big brother is watching you:** The prize(s) cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by you or anyone you get to do so. We don't want to find out that you have the prize for sale on e-bay or Gumtree or anywhere else for that matter. If you don't turn up at your nominated event, whoever has the ticket won't be allowed in!
14. We'll hunt down our winners and give them the good news by emailing them or giving them a call within 2 days of the draw date.
15. We'll also explain how to collect the prizes or arrange delivery/bookings. We will crack our whips and try our hardest to deliver notification of the prizes to the Winners by sending them an email or calling them on the details provided.
16. Unfortunately, we can't control everything. If the prize(s) is/are unavailable for reasons beyond our control, we'll be deeply sorry, but we can't be held liable.
17. If we can't track down the winners despite making all reasonable effort to do so, or if the winners doesn't claim their prize by the time we specify, then the prizes or elements of the prizes will be forfeited. No, you won't get a wad of cash instead. This is a time certain event and therefore no second chance draw will occur.
18. This Promotion is in no way sponsored, endorsed or administered by Facebook. Any information provided by an entrant is provided to us and not to Facebook. Entrants release Facebook from all liability in relation to this Promotion.
19. Your entry isn't considered accepted until we receive it – no matter when you send or submit it. Incomplete, inaudible, indecipherable or incomprehensible entries will be chucked in the bin.
20. The Promoter may take photographs of you and/or your entry. They might be artistic, they might not – either way we get to choose whether we use them or not.
21. By entering this Promotion, you consent to us:
- using your personal details (name, likeness, image and/or voice); and
  - agree to media exposure for the purpose of any future promotional, marketing, advertising or publicity (in any media) of our choice for an unlimited period without remuneration or other compensation.
22. We may at any time decide to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and we reserve the right to disqualify any entrant who hasn't played by the rules or who has tampered with the entry process. Proof of identification, age, residency and entry considered suitable for verification is at the discretion of us and we may seek to get INTERPOL involved. If it's a genuine error or omission, we may still accept your entry. Failure by us to enforce any of our rights at any stage does not constitute a waiver of those rights – that is we get to decide what we do.
23. The Promoter, its associated agencies and companies associated with this Promotion will take no responsibility for prize(s) damaged or lost in transit. Once the prize(s) has/have left the premises of the Promoter, the Promoter's associated agencies or the companies associated with this Promotion, the Promoter, the Promoter's associated agencies and the companies associated with this Promotion will not be responsible for any delay, failure to deliver, or damage caused to the prize(s) during transit.
24. If we think you're not in the mental or physical condition necessary to safely participate in the prize(s), we reserve the right to stop you from taking part in any or all aspects of the prize(s).
25. It is a condition of accepting the prize that you must comply with all the conditions of use of the prize and the prize supplier's requirements. Play by the rules, kids!
26. If you break the rules, you may get disqualified. If we believe any individual has breached any of our terms and conditions, or engaged in any unlawful or improper misconduct that might jeopardise the Promotion, we won't hesitate to disqualify them. We may lawfully (you know it is serious business when the word lawfully is used) seek damages or other compensation from any offender(s). Failure to enforce any of our rights at any stage doesn't mean we waive those rights.
27. If the proverbial hits the fan, the Promotion may be cancelled or changed. In the event:
- of unforeseen circumstances, alien invasion, zombie attack, war, terrorism, state of emergency or disaster (including but not limited to natural disaster);
  - that 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;
- We reserve the right, in our sole discretion, to the fullest extent permitted by law, and subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the Promotion as appropriate.
28. If entering or winning this Promotion causes you to suffer any loss, financial or otherwise, that's unfortunate, but not our responsibility. To the full extent permitted by law, the Promoter, the Promoter's officers, employees and agents, the Promoter's related companies and all those entities' personnel exclude all liability for any loss (including any damage, claim, injury, cost or expense, including loss of opportunity) which is suffered or incurred by any individual in connection with the Promotion or prizes, including but not limited to: (i) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (ii) any theft, unauthorised access or third party interference; (iii) 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; (iv) any variation in prize value to that stated in these terms and conditions; (v) any tax liability incurred by the Winner or entrant; (vi) any prize(s); or participation in or use of any prize(s); (vii) any direct, indirect, economic or consequential loss; (viii) any loss arising from negligence; (ix) any liability for personal injury or death. Nothing in these conditions limit, exclude or modify or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *Australian Securities and Investment Commission Act 2001* or similar consumer protection laws in the States and Territories of Australia.
29. By entering this Promotion, you consent to us using your personal details (including name, likeness, image and/or voice) for any marketing and advertising (in any form of media) of our choice for an unlimited period without paying you any cash-o-la forever, unless you tell us otherwise very clearly when you accept your prize.
30. Your entry and entry details become our property. Sorry, we can't return your entry (even if you send us a stamped envelope). By entering the promotion, unless you tell us otherwise, you consent to us using your personal information for running the Promotion, awarding prizes and getting tattoos in your honour. We'll only share your information with our related entities and contractors for the above purposes. The winner's(s') personal information may be disclosed to State and Territory lottery departments as required by law. You can ask us to access the personal information we hold about you and request that corrections be made to it – but only where such correction requests are legitimate.
31. The Promotion is conducted by the generous folk at Nissan Motor Co. (Australia) Pty Ltd., ACN 004 663 156, of 260-270 Frankston Dandenong Road, Dandenong South, Victoria 3175, [www.nissan.com.au](http://www.nissan.com.au) / 03 9797 4111 ("**Promoter**").
32. If you want to know the nitty gritty details of what we do with your personal information, how you can access or correct the information we hold about you, who we'll share it with overseas, how you can make a privacy related complaint and how we'll deal

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with your complaint, you can read all about it in our Nissan Privacy Policy, available at [www.nissan.com.au](http://www.nissan.com.au)

