

- 1 The Promotion is conducted by Nissan Motor Co. (Australia) Pty Ltd., ACN 004 663 156, of 1 Peters Avenue, Mulgrave, Victoria 3170, www.nissan.com.au / 03 9797 4111 and TGI Sport Marketing (Aust) Pty Ltd ABN 36 603 385 575 of Level 3, 510 Church St, Cremorne, Victoria 3121 ("**Promoter**").
- 2 These terms and conditions set out the rules of participation in the Promotion (**Terms**). By entering the Promotion, you guarantee that you have the authority to accept these Terms and you agree to be bound by the Terms.

FIRST THINGS FIRST – CAN YOU ENTER?

- 3 For an entry to be valid (**Entry**) an entrant must be:
 - (a) an Australian resident;
 - (b) over the age of 18; and
 - (c) available to collect the Major and/or Minor Prize on the dates provided in the Terms (**Eligible Entrant**).
- 4 An entry may depict an individual other than the Eligible Entrant who may be under the age of 18 years of age (**Other Individual**). Other Individual must give consent for the Eligible Entrant to submit a video of them for the Promotion. If the Other Individual is under 18 years of age, the Eligible Entrant must obtain consent from the Other Individual's parent or legal guardian. For the avoidance of doubt, the Other Individual shall not be considered an Eligible Entrant and shall not be entitled to the Major Prize or Minor Prize.
- 5 If a winner of the Major Prize and/or Minor Prize does not confirm their availability to take the prize on the specified dates by the specified time and date, that prize winner's entry will be deemed invalid.
- 6 An entrant's Entry shall be ruled ineligible if the entrant is an employee/director, of the Promoter or one of their immediate family members; a retailer, supplier, associated company, or agency of the Promoter; or a person who the Promoter has previously notified is not eligible to enter.

HOW TO ENTER

- 7 The Promotion shall be divided into four entry brackets:
 - a) Bracket 1
 - b) Bracket 2
 - c) Bracket 3
 - d) Bracket 4 (**Entry Brackets**)

Each Entry Bracket shall have a corresponding entry period as listed below:

- a) Bracket 1 shall open on **Friday 27th June** and expire on **Thursday 31st July**
- b) Bracket 2 shall open on **Friday 1st August** and expire on **Sunday 31st August**
- c) Bracket 3 shall open on **Monday 1st September** and expire on **Tuesday 30th September**
- d) Bracket 4 shall open on **Wednesday 1st October** and expire on **Sunday 2nd November**

(**Bracket Competition Period(s)**)

- 8 During the corresponding Bracket Competition Period entrants must;
 1. Visit <https://www.nissan.com.au/about-nissan/partnerships/hawthorn-competition.html>, locate the entry page and submit the online entry form by providing all requested information; and
 - a. create and upload a short video of the Eligible Entrant (no greater than 160mb, max 60s without any music), showcasing their 'Nissan Defy Ordinary Celebration' which

means their Australian Rules Football goal celebration as inspired by the Hawthorn Hawks AFL team (**Video**).

- 9 Eligible Entrants are required to enter their Video by 5:00pm AEST on the date the corresponding Bracket Competition Period expires. Upon the Bracket 4 Competition Period expiring, the overall promotional period (**Promotion Period**) shall expire. All entries must be received by the Promoter during the Promotion Period and in accordance with the Terms. Incomplete, inaudible, indecipherable or incomprehensible entries will be ruled invalid.
- 10 There will be one (1) preliminary winner (**Preliminary Winner**) selected from each Entry Bracket for a total of four (4) Preliminary Winners. Only Entries submitted within the Bracket Competition Periods shall be eligible.
- 11 Multiple entries per person is allowed. Entrants can only enter in their own legal name. The Promoter reserves the right to check the validity of all entries and to disqualify Eligible Entrants if the Promoter reasonably believes that the Eligible Entrant's entry does not comply with these Terms or the entry process has been tampered with. The Promoter may also report an entrant to a law enforcement body if the Promoter believes the entrant has done something illegal.
- 12 Eligible Entrants must comply with the terms and conditions of any entity associated with the Promotion. For example= *Facebook, Instagram & TikTok Terms and Guidelines of Acceptable Use*. If an Eligible Entrant does not comply with said terms and conditions, the Promoter shall render their entry invalid and remove the Eligible Entrant from the Promotion.
- 13 The Promoter and its nominated representatives (the **Judges**) will select one (1) winning Entry from each Entry Bracket, who shall form the four (4) Preliminary Winners. The Judges shall select the Preliminary Winners in their absolute discretion using the following equally weighted judging criteria:
 - a) Creativity;
 - b) Originality;
 - c) Relevance to the Promotion;
 - d) Adherence to the Promotion Rules (**Judging Criteria**)
14. The Judge's discretion in relation to the application of the Judging Criteria is absolute and final and no correspondence will be entered into, nor justification given.
15. The judging shall occur at 1 Peter Avenue, Mulgrave, Victoria, 3170 on the day following the expiration of the Bracket Competition Periods. For example, the Preliminary Winner selection for Entry Bracket 1 shall take place on **Friday 1st August**.
16. Upon the expiration of overall Promotion Period on **Sunday 2nd November**, the Judges shall reapply the Judging Criteria to determine the one (1) Major Prize Winner and the three (3) Minor Prize Winners from the four (4) Preliminary Winners originally selected.
17. This is a game of skill and chance plays no part in determining the Major Prize Winner or Minor Prize Winners.

PRIZE(S)

18. The best valid entry, as determined by the Judges, will be deemed the **"Major Prize Winner"** and will win the **"Major Prize"**. The Major Prize shall consist of:
- Nissan Defy Ordinary Celebration Prize of one (1)x MY25 Nissan Navara ST-X Dual Cab 2WD Automatic transmission with non-premium paint and no optional accessories fitted) valued at up to \$58,242, including 12 months registration, 12 months compulsory third party insurance, dealer delivery charges (which may vary State by State), stamp duty, GST and a standard ten-year new vehicle warranty;*
 - 2 x Tickets to a 2026 Hawthorn Football Club Inner Sanctum Experience, as advised by the Promoter;*
 - 2 x Economy airfares from the Major Prize Winner's nearest capital city to Melbourne, Victoria (if a Major Prize Winner is located within 550km of Melbourne, Victoria as determined by the Promoter, the Major Prize Winner shall not be entitled to this portion of the Major Prize. For the avoidance of doubt, this component of the Major Prize is not redeemable for cash).*
 - 1 x Night twin share accommodation at a designated 4-star hotel (the Major Prize Winner shall not be entitled to this portion of the Major Prize if they live within a two (2) hour drive of Melbourne, Victoria as determined by the Promoter. For the avoidance of doubt, this component of the Major Prize is not redeemable for cash).*
 - 2 x Hawthorn 2026 Flexi 10 Memberships for the winner and a friend.*
19. The next best three (3) valid entries, as determined by the Judges, will each be deemed a **"Minor Prize Winner"** and will each win a **"Minor Prize"**. Each Minor Prize shall consist of:
- 2 x Tickets to a 2026 Hawthorn Football Club Inner Sanctum Experience, as advised by the Promoter;*
 - 1 x \$250 Eftpos Voucher*
 - 1 x \$250 HawksNest Retail Shop Voucher*
 - 2 x Economy airfares from the Minor Prize Winner's nearest capital city to Melbourne, Victoria (if a winning Minor Prize Entrant is located within 550km of Melbourne, Victoria as determined by the Promoter, the Minor Prize winner shall not be entitled to this portion of the Minor Prize. For the avoidance of doubt, this component of the Minor Prize is not redeemable for cash).*
 - 1 x Night twin share accommodation at a designated 4-star hotel (if a winning Minor Prize Entrant is located within 2-hour drive of Melbourne, Victoria, as determined by the Promoter, the Minor Prize winner shall not be entitled to this portion of the Minor Prize. For the avoidance of doubt, this component of the Minor Prize is not redeemable for cash).*
20. For the Major Prize, if the Major Prize Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the Major Prize Winner may assign the car to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for any such arrangements between the Major Prize Winner and the assignee. The Major Prize Winner must provide the Promoter with certified copies of all required documentation as required by the Promoter before the car is awarded. It is a condition of accepting the Major Prize that the Major Prize Winner may be required to sign a legal release in a form to be determined by the Promoter in its discretion.
21. For the travel elements of the Major Prize and the Minor Prizes, spending money, meals, taxes (excluding airline and airport taxes), insurance, vaccinations, transport to and from departure point, transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. The Major Prize and the Minor Prizes must be taken to coincide with the relevant AFL Games, as directed by the Promoter, and is subject to booking and flight availability. Prizes cannot be taken during Australian school holidays, public holidays or other peak periods. Each winner and their companion must depart from and return to the same departure point and travel together. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Each winner may be required to present their credit card at time of accommodation check in.
22. For the voucher elements of the Minor Prize, any ancillary costs associated with redeeming a voucher are not included. Any unused balance of a voucher will not be awarded as cash. Redemption of a voucher is subject to any terms and conditions of the issuer including those specified on each voucher.
23. The value of the total prize pool is up to \$70,223.97. Values are the recommended retail value and are correct at time of printing.

PERSONAL INFORMATION

24. By entering this Promotion, Entrant's consent to the collection, use and disclosure of their information as described and agree that the Promoter may use this information, or disclose it to other organisations that may use it, in any media for future promotional purposes without any further reference or payment to the entrant. The Promoter is bound by the Australian Privacy Principles contained in the Privacy Act 1988 (Cth).

25. The personal information entrants provide will be used by the Promoter, and may be disclosed to its contractors, suppliers and agents, to conduct the competition and distribute the prizes, as well as for direct marketing purposes (including, but not limited to, electronic direct marketing, promotional activities, customer database collation and customer research). Entrants consent to the collection and use of personal information, being entrants' names, mobile numbers, email address, Instagram handles (and other personal information required by the Promoter) (**Personal Information**). Entrants further agree to the privacy policy set out at www.nissan.com.au.

Notification of Winners

26. The winner(s) will be notified via phone call. Notification to winners will be deemed to have occurred on the later of the time the winner receives actual notification from the Promoter or two business days thereafter. The notification will include details about how the prize(s) can be claimed.

Image Use

27. Eligible Entrants consent to the Promoter using their name, likeness, image 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter. In the event that the Eligible Entrant submits a Video depicting an Other Individual, the Eligible Entrant acknowledges that the Other Individual has consented to the Promoter using the Other Individual's name, likeness, image 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 promotion (including any outcome), and

promoting any products manufactured, distributed and/or supplied by the Promoter. In the event that the Other Individual is under 18 years of age, the Eligible Entrant acknowledges that the Other Individual's parent or legal guardian has consented to the Promoter using the Other Individual's name, likeness, image 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.

28. As a condition of entering this promotion, each entrant 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 their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.

FURTHER TERMS AND CONDITIONS OF ENTRY

29. If any part of the Promotion is abandoned, varied, called off or postponed for any reason, winners and, if applicable, their companion(s), at the Promoter's discretion, forfeits all rights to attend any event associated with the Major Prize and Minor Prize and no cash or alternative tickets will be substituted for that element of the prize.
30. It is a condition of accepting any Major Prize or Minor Prize that the winning Eligible Entrant must comply with all the conditions of use of the Major Prize or Minor Prize, including conditions of entry to any event as a part of the Major Prize or Minor Prize and the Major Prize or Minor Prize supplier's requirements. The Promoter may in its absolute discretion cancel a Major Prize or Minor Prize or otherwise cease to provide any benefit of a Major Prize or Minor Prize to a winning Eligible Entrant and/or companion if the winning Eligible Entrant, and/or companion in the opinion of the Promoter, is under the influence of alcohol or any other drug, behaves aggressively or offensively, or behaves in a manner which may diminish the good name or reputation of the Promoter or any of its related bodies corporate (or of the business of the Promoter or any of its related bodies corporate), is contrary to law or is otherwise inappropriate during the Promotion Period or in the course of attending or using any Prize awarded (or any part of the Prize) or provided by the Promoter. Each Prize must be taken as stated and no compensation will be payable if a winning Entrant is unable to use the Prize as stated.
31. If a Major Prize Winner or Minor Prize Winner has not confirmed their availability to take the Major Prize or Minor Prize on the specified dates by the specified time, the Major Prize or Minor Prize will be forfeited.
32. It is a condition of accepting any prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated.
33. If a prize is no longer available, the Promoter reserves the right to substitute the prize with a prize of higher or equal value and/or specification.
34. To the extent permitted by law, the Promoter excludes all warranties, representations or guarantees (**Warranties**) regarding the Promotion and any prizes, including any Warranties which may have been made in the course of advertising or promoting the Promotion. The conduct of the Promotion or the supply of prizes may involve third parties, and the Promoter makes no Warranties and disclaims all liability in connection with any such third parties, their acts or omissions. By entering the Promotion, an entrant releases and indemnifies the Promoter

and its related bodies corporate (including the officers, employees and agents of each) from and against all loss, actions, penalties, liabilities, claims or demands the entrant may have against the Promoter or that the Promoter may incur for any loss or damage which is or may be suffered or sustained as a direct or indirect result of an Entrant entering or participating in the Promotion or winning or failing to win a prize, or using or permitting any other person to use the prize, except for any liability which cannot be excluded by law or which would cause any part of this clause to be void or unenforceable.

35. If despite the foregoing clause, the Promoter incurs a liability to an entrant under any law which implies a Warranty into these Terms which cannot legally be excluded, the Promoter's liability in respect of the Promotion is limited, in the Promoter's discretion, to either resupplying such goods or services as form part of the Promotion or paying the cost of resupplying those goods or services.
36. Without limiting any of the foregoing, in no circumstances will an entrant or the Promoter have any liability to the other for any loss or damage suffered which is indirect or consequential in nature, including without limitation any loss of profit, loss of reputation, loss of goodwill, or loss of business opportunity.
37. The Promoter may in its absolute discretion not accept a particular entry, may disqualify an entry, or cancel the entire Promotion at any time without giving reasons and without liability to any entrants. Without limiting this the Promoter reserves the right to verify the validity of entries, prize claims and entrants and to disqualify any entrant who submits an entry or prize claim that is misleading or not in accordance with these Terms or who manipulates or tampers with the Promotion. In the event that a winner breaches these Terms, the winner will forfeit the prize in whole and no 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 (Cth), as well as any other implied warranties under the ASIC Act (Cth) 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.
38. 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.
39. Verification is at the discretion of the Promoter, whose decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
40. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash. The Promoter accepts no responsibility for any variation in prize value (including between advertising of the Promotion and receipt of the prize).
41. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability (or that of a third party involved with the Promotion) to proceed with the Promotion on the dates and in the manner described in these

Terms, including but not limited to vandalism, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter's obligations in respect of the Promotion will be suspended for the duration of the event and, in addition, the Promoter may in its absolute discretion cancel, suspend or vary the promotion and recommence it from the start on the same conditions, subject to approval of the relevant authorities.

42. The Promotion and these Terms will be governed by the law of the State or Territory in which the Promoter ordinarily resides. Entrants accept the non-exclusive jurisdiction of courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

