

- 1 The Promotion is conducted by Nissan Motor Co. (Australia) Pty Ltd., ACN 004 663 156, of 260-270 Frankston Dandenong Road, Dandenong South, Victoria 3175, www.nissan.com.au / 03 9797 4111 ("**Promoter**").

FIRST THINGS FIRST – CAN YOU ENTER?

- 2 You sure can – as long as you are:
 - (a) A New South Wales resident;
 - (b) 16 years or older at the moment of entry (if you're a grown up but behave like a kid you still qualify);
 - (c) cool about all relevant terms and conditions ("**Eligible Entrant**").
- 3 **Stop reading right now if you are:** 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. Sorry - you'll have to sit this one out.

HOW TO ENTER

- 4 It's pretty easy. Just tell us, in 25 words or less, what has been your netball 'Game Changer'. Enter by completing the form available via Nissan promotional staff at select Netball NSW netball events, or online at nissan.com.au/netballnswcomp. If you want, you can also send in a photo or video to support your entry.
- 5 Don't be late! All entries must be received by the Promoter by 12.00pm EST on 13 October 2019 ("**Promotion Period**"). Incomplete, inaudible, indecipherable or incomprehensible entries will be binned for recycling.
- 6 Only one entry per person is allowed. You can only enter in your own name. We reserve the right to check the validity of all entries and to disqualify you if we reasonably believe that your entry does not comply with these terms and conditions or the entry process has been tampered with. We may also report you to a law enforcement body or seek damages from you.

WINNER, WINNER CHICKEN DINNER

What can I win? The eligible entrant with the most creative and original entry will win:

- **Nissan QASHQAI ST 2WD**

- 7 The value of the Prize is AUD \$26,990 driveaway, (including dealer delivery and statutory charges), as at 20 August 2019.
- 8 **Judging 101:** This is a game of skill so luck won't help you win, but an outstanding entry might. We recommend putting maximum effort into your entry. All entries will be judged by the representatives of the Nissan Australia Marketing Team, who cannot be bribed (not even with cookies) and whose decision is final ("**Judge(s)**").
- 9 All Prize(s) will be awarded to the winning entrants based on the subjective decision of Judge(s)'s assessment of the creativity and originality of your entry ("**Winner**").
- 10 **Judging Date and Place:** The judging for the Prize will take place at 260-270 Frankston-Dandenong Road, Dandenong South, Victoria, 3175 on Monday 14 October, 2019. If you're a keen bean, you can always ask to be present for the judging.
- 11 We will invite our four top 'finalists' to be present at the NSW Constellation Cup Match on 20 October 2019, and announce the Winner live at the game. If we can't contact the Winner before the game or they are unable to attend, we'll hunt them down after the game to give them the good news, and tell them how they can collect their Prize. We'll email or call them and will also publish the Winner on our Facebook page.
- 12 If we can't track down a Winner despite making all reasonable efforts to do so by Sunday 28 October, or if the Winner doesn't claim their Prize by the time we specify, then their Prize will be forfeited. Our Judges' may judge other "back-up" winning entrants who may become the new Winner. If the new Winner cannot be contacted by 3pm the following week, they will forfeit and the process may be repeated until a suitable Winner is successfully contacted by the Promoter.

THE BORING (BUT IMPORTANT) STUFF

- 13 **If the proverbial hits the fan:** To the fullest extent permitted by law and subject to any written directions from a regulatory authority, we reserve the right to modify, suspend, terminate or cancel the Promotion (as appropriate) in the event:
 - (a) of alien invasion, zombie attack, war, terrorism, state of emergency or disaster or other unforeseen circumstances ; or
 - (b) that this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond our control.
- 14 **It's not our fault:** To the extent permitted by law, the Promoter makes no representations or warranties as to the quality, suitability, or merchantability of the Prize. We can't exchange, swap or transfer the Prize or any unused portion of it. If the Prize(s) is/are unavailable for reasons beyond our control, we cannot be held liable.
- 15 Once the Prize(s) has/have left the premises of the Promoter (or associated agencies), we will not be responsible for any delay, failure to deliver, or damage caused to the Prize(s) during transit.
- 16 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, its related companies and each 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 Prize, 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 tax liability incurred by the Winner or entrant; (v) any direct, indirect, economic or consequential loss; (vi) any loss arising from negligence; (vii) any liability for personal injury or death. Nothing in these conditions limits, excludes or modifies 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.

- 17 **Prepare for fame:** The Promoter may take photographs of the Winner. They might be artistic, they might not – either way we get to choose whether we use them or not. By entering this Promotion, you consent to us:
 - (a) using your personal details (name, likeness, image and/or voice); and
 - (b) 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.
- 18 **Your personal information:** Your entry and entry details become our property. 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.
- 19 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 with your complaint, you can read all about it in our Nissan Privacy Policy, available at www.nissan.com.au