

- 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 ("**Promoter**").

FIRST THINGS FIRST – CAN YOU ENTER?

- 2 You sure can – as long as you are:
- an Australian resident;
 - a grown-up at the moment of entry (if you behave like a kid but are over 18, you still qualify); and
 - 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. You must book and complete a 'Nissan Genuine Service' on your Nissan vehicle at a participating authorised Nissan dealer between 01/03/2022 and 21/09/2022 ("**Service Period**"). Once your service is complete, fill the online entry form by either scanning the QR code available at your servicing Nissan dealership or enter online at Nissan.com.au/EnterNavaraComp. You must fully complete the online entry form, including your full name, email, postcode and Service invoice number, between 21/03/2022 and 21/09/2022 ("**Entry Period**"). You will then go into the draw for this Promotion.
- 5 For clarity, the 'Nissan Genuine Service' must be completed at an authorised Nissan dealer by 21/09/2022.
- 6 Don't be late! All entries must be received by the Promoter during the Entry Period and in accordance with the conditions of entry.
- 7 Only one (1) 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.
- 8 If you don't comply, we have no choice but to remove you from the draw.
- 9 Incomplete or indecipherable entries will be deemed invalid.

WINNER, WINNER CHICKEN DINNER

What can I win? The first valid entry drawn will win:

- A Nissan Navara Pro 4X Stealth Grey with automatic transmission 4x4, valued up to \$65,000, including 12-month registration, 12-month compulsory third party insurance, stamp duty, dealer delivery charges (which may vary State by State) and a standard five-year Nissan new vehicle warranty. Additional insurance, options, petrol and all other ancillary costs are the responsibility of the Winner. The Promoter may, in its absolute discretion, accommodate the Winner's colour preference (excluding metallic options), subject to availability. If the vehicle is unavailable in Stealth Grey, then the vehicle will be awarded in another colour. The Winner must collect the Prize from their nearest or nominated authorised Nissan dealership;
 - A Nissan Accessories Package. The Winner will have the opportunity to select from the range of Nissan Genuine Accessories, up to the value of \$10,000. The accessories will be fitted by the nominated Nissan dealership; and
 - 5 years Pre-paid Maintenance plan valued at \$2,850 ("**Prize**").
- 10 The total prize pool value is up to \$77,850. Values are the recommended retail value and are correct at time of printing.
- 11 This is a game of chance and, lucky for you, skill plays no part. The Prize will be awarded to the winning entrant based on the first randomly drawn entry ("**Winner**"). We will also randomly draw a number of 'back-up' Winners in case an invalid entry or ineligible entrant is drawn.
- 12 If the Winner is, through any legal incapacity or otherwise, unable to register the car in their own name, then the 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 Winner and the assignee. The 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 prize that the Winner (or a representative of the Winner) may be required to sign a legal release in a form to be determined by the Promoter in its discretion.

- 13 **Draw Date and Place:** The Prize draw will take place at Anisimoff Legal, 5/210 Central Coast Highway, Erina NSW 2250 on 31/10/2022 at 2:00pm AEDST in the presence of an independent scrutineer.
- 14 We've placed the heavy burden of drawing the winning entries upon the wise shoulders of the Promoter's representatives ("**The Stewards**"). The Stewards are all-powerful, they cannot be bribed (not even with cookies) and their decision is final and no correspondence will be entered into.
- 15 We'll hunt down our Winner, give them the good news, and tell them how they can collect their Prize by email and phone, and we'll also publish the Winner online on Nissan social channel by 04/11/2022.
- 16 Subject to the unclaimed prize draw, if we can't track down the Winner despite making all reasonable efforts to do so by 11/12/2022, the Winner will forfeit the Prize.
- 17 A draw for the Prize, if unclaimed, may take place on 12/12/2022 at the same time and place as the original draw, subject to any directions from a regulatory authority. The Winner, if any, will be notified by phone and email, and their name will be published online at Nissan social channel by 14/12/2022.

THE BORING (BUT IMPORTANT) STUFF

- 18 **Big brother is watching you:** The Prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by you or anyone you get to do so.
- 19 **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:
- of alien invasion, zombie attack, war, terrorism, pandemic, state of emergency or disaster or other unforeseen circumstances; or
 - 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.
- 20 **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. The Prize, or any unused portion of a prize, is not transferable or exchangeable and cannot be taken as cash, unless otherwise specified. If the Prize (or part of the Prize) is unavailable, we, in our discretion, reserve the right to substitute the Prize (or that part of the Prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 21 Once the Prize has 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 during transit.
- 22 Any cost associated with accessing any website to participate in or enter the promotion is the entrant's responsibility and is dependent on the Internet service provider used.
- 23 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.

- 24 **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.
- 25 **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 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.
- 26 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 <https://www.nissan.com.au/privacy.html>

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SA Permit No. T22/371

