

**SERVICE & WIN AN X-TRAIL COMPETITION PROMOTION  
TERMS AND CONDITIONS**

- 1 The Promotion ("**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](http://www.nissan.com.au) / 03 9797 4111 ("**Promoter**").

**FIRST THINGS FIRST – CAN YOU ENTER?**

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- 2 You sure can – as long as you are:
- (a) an Australian resident;
  - (b) a grown-up (over 18) at the moment of entry (if you behave like a kid but are still over 18, you still qualify); and
  - (c) agree to the 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. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1<sup>st</sup> cousin.

**HOW TO ENTER**

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- 4 It's pretty easy. An Eligible Entrant during the Promotion Period (as defined below) must obtain a logbook Genuine Service, service repair, any maintenance or fitment of genuine accessories [in Service] with an invoice value greater than \$50 for any Nissan vehicle [for any model or age] purchased at a participating authorised Nissan dealer between 01/06/2023 and 29/02/2024 ("**Promotion Period**"). For clarity, repair work must include the purchase and replacement of genuine parts or accessories on the service repair invoice. After your service is complete, you will receive a service invoice from your Nissan dealership, the Eligible Entrant must then visit <https://www.nissan.com.au/win-xtrail-competition> and complete the entry form by providing all required information, including the below details.

- First Name
- Last Name
- Date of birth
- Email
- Mobile Phone
- VIN
- Service invoice Number

Select the box acknowledging the Terms and Conditions and submit the entry during the Promotional Period. You will then go into the next closest Minor Draw (defined below) for this Promotion as well as the Major Draw (defined below).

- 5 Multiple entries are permitted, subject to the following: (a) only one (1) entry is permitted **per invoice**; (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of four (4) entries are permitted per person during the Promotional Period.
- 6 For clarity, a Genuine Service, repair, any maintenance repair or fitment of genuine accessories [in Service] must be completed at an authorised Nissan dealer by the 29/02/2024.
- 7 Customers who have completed a logbook Genuine Service, service repair, any maintenance or fitment of genuine accessories [in Service] with an invoice value greater than \$50 for any Nissan vehicle [for any model or age] purchased at a participating authorised Nissan dealer from 1st – 31st May 2023 will also be eligible to submit an entry in accordance with these Terms and Conditions..
- 8 Don't be late! All entries must be received by the Promoter during the Promotion Period and in accordance with the Terms and Conditions.
- 9 You can only enter in your own name that is reflective on the service repair invoice. 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 or you have engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. We may also report you to a law enforcement body or seek damages from you.
- 10 If you don't comply with these Terms and Conditions, we have no choice but to remove you from the draws.
- 11 Warranty repair invoices are not a qualifier for this competition and will not qualify for an entry in the draw.
- 12 Incomplete or indecipherable entries will be deemed invalid.
- 13 If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

**THE PRIZES**

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- 14 **MINOR PRIZES:** Three (3) minor prize draws will be conducted across the Promotion Period (each a "**Minor Draw**"), with eight (8) minor prizes awarded in each Minor Draw. Each Minor Prize is a Nissan in store dealership voucher valued at \$500 RRP [including GST], which the winner can spend on their next Nissan

service, repair or accessory for their vehicle. Each minor draw voucher is valid for 12 months from the draw date as per below.

**Minor Draw 1:** Voucher expires 5th September 2024.

**Minor Draw 2:** Voucher expires 5th December 2024.

**Minor Draw 3:** Voucher expires 5th March 2025.

- 15 Any ancillary costs associated with redeeming the voucher are not included. Any unused balance of the voucher/gift card will not be awarded as cash. Redemption of the voucher is subject to any terms and conditions of the issuer including those specified on the voucher.
- 16 In total, 24 Minor Prizes will be drawn for the Promotion Period. The total prize pool value for the Minor Prizes is \$12,000.
- 17 All Minor Draw winners will also be eligible for the Major Draw.
- 18 **THE MAJOR PRIZE :** The first valid entrant drawn from all valid entries received in the Major Draw will win:
  - A Nissan X-TRAIL TI-L with CVT transmission 4x4, valued up to \$60,000, 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. The winner must collect the prize from their nearest authorised Nissan dealership; and
  - 5 years Pre-paid Maintenance plan valued at \$2,360. See [www.nissan.com.au/owners/servicing/pre-paid-maintenance](http://www.nissan.com.au/owners/servicing/pre-paid-maintenance) for plan T&Cs (together, the "**Major Prize**").
- 19 The total value of the Major Prize is up to \$62,360.
- 20 The combined total prize pool for the Minor Prizes and Major Prize is up to \$74,360. Values are the recommended retail value and are correct at time of printing.

### **WINNER, WINNER CHICKEN DINNER**

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- 21 This is a game of chance and, lucky for you, skill plays no part. The prizes will be awarded to the winning entrants based on the first randomly drawn entries ("**Winners**"). We will also randomly draw a number of 'back-up' Winners, and record them in the order in which they were drawn, in case an invalid entry or ineligible entrant is drawn.
- 22 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). The Stewards and the Promoter's decisions are final and no correspondence will be entered into.
- 23 **Minor Draw Place and Dates:** The Minor Draws will all take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259, on the following dates:
  - **Minor Draw 1:** Tuesday 5 September 2023 at 2:00pm AEDST - for all eligible entries submitted between 1 June 2023 and 31 August 2023. Winners' names published on **Tuesday 19<sup>th</sup> September 2023**.
  - **Minor Draw 2:** Tuesday 5 December 2023 at 2:00pm AEDST - for all eligible entries submitted between 1 September 2023 and 30 November 2023. Winners' names published on **Tuesday 19<sup>th</sup> December 2023**.
  - **Minor Draw 3:** Tuesday 5 March 2024 at 2:00pm AEDST - for all eligible entries submitted between 1 December 2023 and 29 February 2024. Winners' names published on **Tuesday 19<sup>th</sup> March 2024**.
- 24 Non-winning entries in each Minor Draw will not rollover into any subsequent Minor Draws, however all entries (winning and non-winning) will be entered into the Major Draw. The Promoter will contact all Minor Draw winners within seven (7) days of the relevant draw date via phone and email to provide instruction for how to redeem the prize from their nominated dealership. Winners of a Minor Draw will be published online at <https://www.facebook.com/nissanaustralia/> on the dates listed above.
- 25 **MAJOR Draw Place and Date:** The Major Draw will take place at Anisimoff Legal, G13, 3 Amy Close, Wyong NSW 2259 on 14 March 2024 at 2:00pm AEDST in the presence of an independent scrutineer.
- 26 The Promoter will contact the Major Draw Winner and tell them how they can collect their Prize by email and phone within seven (7) days of the draw. We'll also publish the name of the Major Draw Winner online at <https://www.facebook.com/nissanaustralia/> from Friday 29<sup>th</sup> March 2024.
- 27 **Forfeit & Re-draw:** Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
- 28 If we can't track down a Winner despite making all reasonable efforts to do so by 30<sup>th</sup> April 2024, that Winner will forfeit their Prize.
- 29 A re-draw for any unclaimed prize may take place on 13<sup>th</sup> May 2024 at the same time and place as the original draws, subject to any directions from a regulatory authority. The new Winner(s), if any, will be notified by phone and email within seven (7) days of the re-draw and their name will be published online at <https://www.facebook.com/nissanaustralia/> from 20<sup>th</sup> May 2024.

### **THE BORING (BUT IMPORTANT) STUFF**

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- 30 **Assignment:** If the Major Draw 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 Major 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.

- 31 **Big brother is watching you:** Prizes cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by you or anyone you get to do so.
- 32 **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, pandemic, 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.
- 33 **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 a Prize. We can't exchange, swap or transfer a Prize or any unused portion of a Prize. If a Prize (or part of a 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.
- 34 Once a 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.
- 35 Any cost associated with accessing any website to participate in or enter the promotion is the Eligible Entrant's responsibility and is dependent on the Internet service provider used. The use of any automated entry software or any other mechanical or electronic means that allows an Eligible Entrant to automatically enter repeatedly is prohibited and will render all entries/ submitted by that entrant invalid
- 36 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.
- 37 **Prepare for fame:** The Promoter may take photographs of a 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.
- 38 **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.

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>

[Permits: NSW TP/02677. ACT TP23/00941. SA T23/ 735.]