

## FIRST THINGS FIRST – CAN YOU ENTER?

You sure can – as long as you are:

- (a) human (easy right?);
- (b) a Victorian resident;
- (c) a grown-up – i.e. 18 years or older at the moment of entry (if you behave like a kid but are over 18 you still qualify);
- (d) a guest of the INFINITI corporate box;
- (e) cool about the terms and conditions.

You must also have an Instagram account that is set to public.

If in the past you have been naughty and committed a disqualifying foul, you cannot enter this Promotion.

("Eligible Entrant")

## HOW TO ENTER

It's pretty easy. Just follow @infiniti\_au and upload to your public Instagram account a photo of you at the Melbourne United game with the hashtag #INFINITIXMU and you will go into the draw to win a signed Stephen Curry jersey.

Once you've done the above, it's in our hands. The Umpires (those responsible for the draw) 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, where applicable, and any guidelines of use, including all Instagram terms and guidelines of acceptable use, ensuring that everything remains nice and clean. If you don't comply, you moving violation will leave us with no choice but to give you the flick (aka to disqualify you from the draw).

## THE BORING (BUT IMPORTANT) STUFF

1. 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.
2. **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.
3. 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.
4. 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, you may turn into a pumpkin.
5. **Qualification:** Entries for the Promotion open at 1pm on the 22<sup>nd</sup> October, 2017 and will close at 11.59pm on the 26<sup>th</sup> February, 2018 ("**Promotion Period**"). All

entries must be received by the Promoter during the Promotion Period and in accordance with the conditions of entry. Don't be late! Getting your entry in before the end of the Promotion Period is critical – there will be no extra time permitted – this is a time certain promotion.

6. We've placed the heavy burden of drawing the winning entries upon the wise shoulders of representatives of the Promoter ("**The Umpire(s)**").
7. **Draw Date:** The draw for the prizes will take place at 260-270 Frankston-Dandenong Road, Dandenong South, Victoria, 3175, Australia at 3pm on 28th February, 2018. There is no need for you to turn up – it might get awkward when we don't let you in. Just kidding, you can always ask to be part of the prize draw audience.
8. This is a game of chance and, lucky for you, skill plays no part. Only one entry per person is permitted.
9. All prizes will be awarded to the winning entrants based on the first validly drawn entries. No bribes will be accepted.
10. **What can I win:** The first eligible entrant drawn will, subject to any validation and verification requirements stipulated by the Promoter being met, win a signed Stephen Curry jersey valued at approximately \$1000 ("**Prize**").
11. We can't exchange, swap or transfer the prize 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.
12. **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. 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.
13. We'll hunt down our Winner and give them the good news by contacting them through private message on Instagram within 2 days of the draw. We'll also publish the Winner on our Instagram page within 10 days of the draw.
14. We'll also explain how to collect the prize or arrange delivery. We will crack our whips and try our hardest to deliver notification of the prize to the Winner by sending them an email, sending them a message via Instagram or calling them on the details provided.
15. Unfortunately, we can't control everything. If the prize is unavailable for reasons beyond our control, we'll be deeply sorry, but we can't be held liable.
16. If we can't track down the Winner despite making all reasonable efforts to do so, or if the winner doesn't claim their prize by the time we specify, then the prize 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.

17. This Promotion is in no way sponsored, endorsed or administered by Instagram. Information provided by an entrant is provided to us and not to Instagram. Entrants release Instagram from all liability in relation to this Promotion.
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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!
24. If you break the rules, you may get relegated to the bench (aka disqualified). If we believe any individual has breached our playbook, 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.
25. 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);
- (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 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.
26. 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.
27. 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-ola forever, unless you tell us otherwise very clearly when you accept your prize.
28. 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

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corrections be made to it – but only where such correction requests are legitimate.

29. The Promotion is conducted by the generous folk at Infiniti Cars Australia, a registered business name of Nissan Motor Co. (Australia) Pty Ltd, ACN 004 663 156, of 260-270 Frankston Dandenong Road, Dandenong South, Victoria 3175, [www.infiniticars.com.au](http://www.infiniticars.com.au) / 03 9797 4111 ("**Promoter**").
30. 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 INFINITI Privacy Policy, available at [www.infiniticars.com.au](http://www.infiniticars.com.au).

