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, an entrant must be an Australian resident over the age of 18 (**Eligible Entrant**).

4 Eligible Entrants may refer to other individuals when answering the competition question in their entry form who may be under the age of 18 years of age (**Other Individual**). For the avoidance of doubt, the Other Individual shall not be considered an Eligible Entrant and shall not be entitled to the Prize (defined below).

5 If the winners of the Prizes does not confirm their availability to take the prize on the specified dates by the specified time and date, that prize winner's Entry (defined below) will be deemed invalid.

6 An Entry (defined below) shall be ruled ineligible if the entrant is: (a) an employee/director of the Promoter or one of their immediate family members; (b) a retailer, supplier, associated company, or agency of the Promoter; or (c) a person who the Promoter has previously notified is not eligible to enter. 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 1st cousin.

## HOW TO ENTER

**7** The competition period shall begin on **Friday 17th October 2025** at **12:00am AEDT** and shall end on **Friday 31st October** 2025 at **11:59pm AEDT** (**Competition Period**).

8 During the Competition Period entrants must;

a. Visit www.nissan.com.au/DrivingForce, locate the Promotion entry page and submit the online entry form by providing all requested information, including your full name, date of birth and email address;

b. Nominate a community netball club; and

c. Provide an answer in 250 words or less, telling us about your community netball club and the people who power it. We want to understand the driving force of your community netball club, and in particular the coaches, mentors, administrators and supporters that enable kids to play the sport they love (**Entry**).

9 The Promoter reserves the right to check the validity of all Entries and to disqualify any entrant if the Promoter reasonably believes that the 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.

## JUDGING

10 Upon the expiration of the Competition Period, the Promoter and its nominated representatives (the **Judges**) will select three (3) winning Entries from the entry pool. The Judges shall select the winning Entries in their absolute discretion using the following equally weighted judging criteria:

a. Creativity;

b. Originality;

c. Relevance to the Promotion; and

d. Adherence to these Terms (**Judging Criteria**).

11 The Judges' discretion in relation to the application of the Judging Criteria is absolute and final and no correspondence will be entered into, nor justification given.

12 The judging shall occur at 1 Peter Avenue, Mulgrave, Victoria, 3170 on **Wednesday 5th November 2025.**

13 This is a game of skill and chance plays no part in determining the Competition Winners (defined below).

## PRIZE

14 The best three valid Entries, as determined by the Judges, will be deemed the "**Competition Winners"** and will be awarded a Prize (defined below).

15 Each "**Prize**" shall consist of:

a. A total of **$10,000 in Driving Force Grants** awarded to the nominated community netball club on the entry form. The Prize must be used exclusively to upgrade, improve, or provide genuine resources for the Competition Winner's nominated community netball club. The Promoter reserves the right to audit the community netball club's expenditure to ensure the funds are reasonably spent on improving or providing resources for the nominated netball club. Where the Promoter determines, acting reasonably, that the Prize has not been used for such purposes, the Promoter reserves the right to recall or recover the Prize (in whole or in part).

b. The Prize shall be awarded via EFT (electronic funds transfer). Competition Winners acknowledge that to collect any Prize bestowed upon them as part of this Promotion they will be required to submit the relevant bank details of the nominated community netball club to a nominated representative of the Promoter. The Promoter will not be responsible for a banking institution rejecting an EFT payment, or any costs associated with locating any lost monies.

16 The total prize pool is valued at up to $30,000.

## PERSONAL INFORMATION

17 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 (unless you opt-out) 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).

18 The personal information entrants provide will be used by the Promoter, and may be disclosed to its contractors, suppliers and agents, to conduct the Promotion, award and distribute the Prize, 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

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personal information, being entrants' names, mobile numbers, email address and other personal information required by the Promoter (**Personal Information**). If Entrants want further details in relation to 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, 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 .

**Notification of Winners**

19 The Competition Winners will be notified via **phone call and in writing to the Competition Winners nominated email address.** Notification to the Competition Winners will be deemed to have occurred on the later of the time the Competition Winners receive actual notification from the Promoter or two business days thereafter. The notification will include details about how the Prize can be claimed.

**Image Use**

20 The Promoter may use the name, likeness, image and/or voice (including photograph, film and/or recording of the same) of certain Eligible Entrants (such as the Competition Winners) for a reasonable period of up to 2 years from the awarding of the Prize, without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any of the Promoter's other similar promotional and competition campaigns and/or initiatives. Eligible Entrants may at any time stop such use of their personal information by contacting the Promoter here (insert preferred contact details) and withdrawing their consent.

21 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 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**

22 It is a condition of accepting the Prize that the Competition Winner must comply with all the conditions of use of the Prize, including the Prize supplier's requirements. The Promoter may in its absolute discretion cancel the Prize or otherwise cease to provide any benefit of the Prize to the Competition Winner if the Competition Winner, 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 Competition Period or in the course of using the Prize (or any part of the Prize) or provided by the Promoter. The Prize must be taken as stated and no compensation will be payable if a Competition Winner is unable to use the Prize as stated.

23 If the Competition Winner has not confirmed their availability to take the Prize on the specified dates by the specified time, the Prize will be forfeited.

24 If the 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.

25 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 the Competition Winner breaches these Terms, the Competition Winner will forfeit the Prize in whole and nothing in these Terms 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.

26 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; (e) any tax liability incurred by a Competition Winner or entrant; or (f) use of the Prize.

27 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.

28 The Prizes, or any unused portion of the Prizes, 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).

29 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.

30 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

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courts and tribunals of that State or Territory in connection with disputes concerning the Promotion.

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