

NISSAN'S "PAY.COM.AU 26 MILLION POINTS GIVEAWAY - AUSTRALIA" PROMOTION ("Promotion")

Terms and Conditions

- 1 The Promotion is conducted by Nissan Motor Co. (Australia) Pty Ltd (ACN 004 663 156) of 1 Peters Avenue, Mulgrave, Victoria 3170, tel: 03 9797 4111 ("**Promoter**").
- 2 These terms and conditions set out the rules of participation in the Promotion (**Terms**). Information on how to enter and the prizes form part of these 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:
 - (a) an Australian resident; and
 - (b) over the age of 18.
- 4 Employees (and their immediate families) of the Promoter and agencies associated with this Promotion are ineligible 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 cousin.

HOW TO ENTER

- 5 The Promotion opens for purchases on 1 January 2026 and closes at 11:59pm AEDT on 31 March 2026 ("**Purchase Period**"). Entries into the Promotion open on 1 January 2026 and close at 11:59pm AEST on 15 April 2026 ("**Entry Period**").
- 6 To be eligible to enter the Promotion, individuals must enter into and settle a contract of sale for a new or demonstrator Nissan vehicle from an authorised Nissan dealership during the Purchase Period ("**Qualifying Transaction**").
- 7 To enter, individuals must then, during the Entry Period:
 - (a) Visit <https://www.nissan.com.au/vehicles/payrewards-giveaway.html> and follow the prompts to the promotion entry page;
 - (b) Input the requested details (including but not limited to their first name, last name, residential address, email address, phone number and date of purchase);
 - (c) Input the VIN of the vehicle purchased in the Qualifying Transaction;
 - (d) Provide an answer in 25 words or less to the promotional question – "*How does your new Nissan help you to Defy Ordinary in your life?*"; and
 - (e) Submit the fully completed entry form.
- 8 Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction; and (b) each entry must be submitted separately and in accordance with the entry requirements.
- 9 Entrants must retain a copy of their contract of sale and purchase receipt(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) and contracts of sale must clearly specify the details of the Qualifying Transaction and that the Qualifying Transaction was made during the Purchase Period but prior to entry.

JUDGING

- 10 This is a game of skill and chance plays no part in determining the winners.
- 11 The judging shall take place at Handling Matters, Unit 40, 1-5 Thew Parade Cromer NSW 2099 at 11:00am AEST on 28 April 2026. The judges may select additional reserve entries which they determine to be the next best, and record them in order, in case of an invalid entry or ineligible entrant. Winners will be notified by email within seven (7) days of winner selection and their details will be published at <https://www.nissan.com.au/vehicles/payrewards-giveaway.html> on 1 May 2026.
- 12 Each entry will be individually judged using the following equally weighted judging criteria
 - (a) Creativity;
 - (b) Originality;
 - (c) Relevance to the Promotion; and
 - (d) Adherence to the Promotion Rules (**Judging Criteria**).

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

PRIZE(S)

- 14 The best twenty-six (26) valid entries, as determined by the judges, will each win 1 million rewards points for Pay.com.au, valued at up to \$17,500.
- 15 Value is based on a sample of the Pay.com.au points options that could be obtained by redeeming the prize through Pay.com.au at the time of this Promotion. The prize is not exchangeable, transferrable and cannot be taken as cash. Winners may be required to sign up to Pay.com.au (if not already done so) so that prizes may be credited to their account.
- 16 Any ancillary costs associated with redeeming the rewards points are not included. Any unused balance of any rewards points will not be awarded as cash. Redemption of rewards points is subject to any terms and conditions of Pay.com.au.
- 17 The value of the total prize pool is up to \$455,000.

GENERAL TERMS

- 18 The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms, tampered with the entry process or 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.
- 19 Incomplete, indecipherable, or illegible entries will be deemed invalid.
- 20 If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
- 21 In the event of war, terrorism, state of emergency, government lockdown, pandemic, or any other kind of disaster or unforeseeable event beyond the Promoter's reasonable control, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion or suspend, substitute or modify a prize.
- 22 If for any reason a winner does not take a prize by the time stipulated by the Promoter, then the prize will be forfeited, and the Promoter may reallocate the prize to a reserve entry.
- 23 If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
- 24 Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
- (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
 - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
 - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
 - (d) the Content is the original artistic work of the entrant that does not infringe the rights of any third party or they will obtain full prior consent from any person who has jointly created or has any rights in the Content to the uses contemplated by these Terms and Conditions, and the Content does not infringe the rights of any third party;

- (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
 - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.
- 25 Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.
- 26 As a condition of entering this promotion, each entrant licenses and grants to 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 (which shall include Content) 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.
- 27 Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this Promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 28 If 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, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
- 29 Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
- 30 Nothing in these Terms and 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 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.
- 31 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 and Conditions; (e) any tax liability incurred by a winner; or (f) taking of a prize.
- 32 The Promoter collects personal information ("PI") in order to conduct the Promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers and prize suppliers. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <https://www.nissan.com.au/privacy.html>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. Unless otherwise indicated by the Promoter, the Promoter may disclose PI to entities outside of Australia (for a list of the countries, see the Promoter's Privacy Policy), and cannot guarantee that any overseas recipient will not breach the Australian Privacy Principles. By entering the promotion entrants consent to the overseas transfer on these terms as permitted by the Australian Privacy Principles and agree that the Promoter is not liable in this regard.