



**2023 Nissan Y62 Patrol Ti-L Competition  
TERMS AND CONDITIONS**

**Schedule**

<b>Promoter</b>	<p><b>Ignite HQ Australia Pty Ltd ABN 73 647 868 102</b></p> <p>Level 2, 6 Parkview Drive, Sydney Olympic Park NSW 2127</p> <p>1300 866 330</p> <p>info@ignitehq.com.au</p>
<b>Website</b>	https://ignitehq.com.au/
<b>Promotional Period</b>	<p><b>Start Date:</b></p> <p>8am AEST 17 July 2023</p> <p><b>End Date:</b></p> <p>5pm AEST 27 August 2023</p>
<b>Prize</b>	<p>The Prizes are as follows:</p> <ol style="list-style-type: none"> <li>1. <b>Major Prize:</b> 2023 White Nissan Patrol Y62 valued at \$82,000 or cash equivalent.</li> <li>2. <b>Minor Prize #1:</b> \$2,000 cash</li> <li>3. <b>Minor Prize #2:</b> \$1,000 cash</li> </ol>
<b>Relevant States</b>	All Australian States and Territories excluding South Australia.
<b>Total Prize Pool</b>	AUD \$85,000
<b>Entrants</b>	Entry is open to residents of the Relevant States aged eighteen (18) years ( <b>Entrants</b> ). Employees (as well as their immediate family members) of the Promoter, retailers, suppliers and associated companies and agencies are not eligible to enter in the Promotion.
<b>Entry Procedure</b>	<p><b>Major &amp; Minor Prize</b></p> <p>To enter and be eligible for the <u>Major Prize</u> or <u>Minor Prize</u>, Entrants must, during the Promotional Period:</p> <ol style="list-style-type: none"> <li>(a) purchase either a 'Spark', 'Ember', 'Flame', 'Fire', 'Spark VIP', 'Ember VIP' or 'Flame VIP' Ignite HQ access pass from the Website (<b>Access Pass</b>);</li> <li>(b) agree to the terms and conditions; and</li> <li>(c) not terminate their Access Pass during the Promotional Period.</li> </ol> <p>Entrants must enter the Promotion in their own name and will be required to provide all mandatory information that may include, but is not limited to, the Entrant's full name, residential address, age, date of birth, title, gender, email address and contact telephone number.</p>
<b>Draw Details</b>	<p><b>Draw Date:</b> 27 August 2023</p> <p><b>Draw Time:</b> 7pm AEST</p>

	<b>Draw Location:</b> 6 Parkview Drive, Sydney Olympic Park <b>Draw Method:</b> Electronic random draw
<b>Redemption Date</b>	3 months from the Draw Date.
<b>Maximum number of entries per Entrant</b>	Unlimited
<b>Permits</b>	NSW Authority Number: TP/01227 ACT Permit Number: TP 23/01342
<b>Privacy Policy</b>	<a href="https://ignitehq.com.au/privacy-policy/">https://ignitehq.com.au/privacy-policy/</a>

### Terms & Conditions

- Information on eligibility, mechanisms on how to enter, prizes and the information in the Schedule form part of these Terms and Conditions. Participation in the Promotion is deemed acceptance of these Terms and Conditions.
- Any capitalised terms used in these Terms & Conditions have the meaning given in the Schedule, except where stated otherwise.

### Eligibility & Entry

- Multiple entries:** Entrants must enter the Promotion in their own name. Entrants may receive additional entries depending on the Access Pass they purchase as follows:
  - Purchasing a 'Spark' Access Pass grants the Entrant 1 entry;
  - Purchasing an 'Ember' Access Pass grants the Entrant 10 entries;
  - Purchasing a 'Flame' Access Pass grants the Entrant 40 entries;
  - Purchasing a 'Fire' Access Pass grants the Entrant 100 entries;
  - Purchasing a 'Spark VIP' Access Pass grants the Entrant 3 additional entries per month of membership;
  - Purchasing an 'Ember VIP' Access Pass grants the Entrant 15 additional entries per month of membership;
  - Purchasing a 'Flame VIP' Access Pass grants the Entrant 45 additional entries per month of membership.
- To enter the Promotion, Entrants must complete the Entry Procedure during the Promotional Period. Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
- Entrants may enter the Promotion up to the Maximum Number of Entries.
- Entries must be received by the Promoter during the Promotion Period. Online or email entries are deemed to have been received at the time of receipt by the Promoter and not at the time of transmission.
- The use of automated entry software or other mechanical, electronic or other means that allow an Entrant to automatically enter the Promotion repeatedly is prohibited and will render all entries submitted by the Entrant invalid.
- Incomplete and ineligible entries will be deemed invalid. Entries will also be deemed invalid if they breach these Terms & Conditions as determined by the Promoter in its sole discretion or any other content guidelines notified by the Promoter during completion of the Entrant's completion of the Entry Procedure.

9. During the Promotion, the Promoter may introduce entry multipliers at random intervals. These multipliers may increase the number of entries by factors of 2,3,4 or 5 while the Entry Procedure remains unchanged.
10. 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 to disqualify any Entrant. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### Prize Draw

11. The draw to determine the winning Entrant for the Promotion will be conducted in accordance with the Draw Details. The Prize(s) will be awarded to the Entrant or Entrants (as applicable) randomly drawn in accordance with the Draw Details, provided the Entrant has complied with the Entry Procedure. Where more than one Prize is available, there is no limit to the number of Prizes that an eligible Entrant may win.
12. Where the Prize (as described in the Schedule) consists of multiple items or Prizes which are each separately redeemable by a winning Entrant, the first such item or Prize will be drawn on the Draw Date and each subsequent item or Prize will be drawn subsequently in accordance with the Draw Details.
13. **Game of chance:** As the Promotion is a game of chance, and subject otherwise to these Terms and Conditions, skill plays no part in determining the winning Entrant and each valid entry will NOT be individually judged. Each entry has an equal chance of winning. The winning Entrants will be confirmed by the Promoter.
14. Entrants are responsible for any and all expenses incurred when entering the Promotion and accessing, claiming and/or using the Prize (unless otherwise stated on the Website and this is not the case if the winning Entrant is from Victoria).
15. The Promoter's decision is final and no correspondence will be entered into with Entrants regarding the decision.
16. **Promotional Period:** The Promotion commences on the Start Date and concludes on the End Date as per the Schedule (**Promotional Period**).
17. **Redemption Date:** If the winning Entrant does not claim the Prize by the Redemption Date, the Prize will be deemed to be forfeited by the Entrant. The Promoter may require the winning Entrant to provide relevant evidence in order to claim the Prize, such as proof of identity, age, and any relevant proof of purchase.
18. **Winning Entrants:** The winning Entrants in the Draws, if any, will be notified by email and/or telephone within seven (7) days of the Draw.
19. **Unclaimed Prize Draw:** If any Prize remain unclaimed in accordance with clause 17, a second draw or selection for the Prize (**Unclaimed Prize Draw**), will take place on 17 July 2023 at the same time, place and manner as the original Draw, subject to any directions from a regulatory authority. The alternative winning Entrant, if any, will be notified by email and/or telephone within seven (7) days of the Unclaimed Prize Draw.
20. **Invalid entries:** In the event that a winning Entrant's entry is deemed or found to be invalid, the Promoter may redraw or decide on another winning entry.

#### Prizes

21. **Unavailable Prize:** If any Prize is unavailable and the Promoter has used all reasonable efforts to arrange the Prize, the Promoter may, in its absolute discretion, reserve the right to substitute the Prize with a prize of equal value and/or specification, subject to any written directions from a regulatory authority.
22. The Prize(s) are specified in the Schedule. Subject to clause 23.
23. **Motor vehicle:** Where a motor vehicle is awarded as a Prize, to be eligible to claim the Prize, the winning Entrant must be capable of obtaining the necessary motor vehicle registration for the Prize in its name, in accordance with the applicable State or Territory legislation in which the Prize is collected. If the winning Entrant is, through any legal incapacity or otherwise, unable to register the Prize in their own name, then the winning Entrant may assign the Prize to another person (who consents to such assignment) with legal capacity for the purpose of registration. The Promoter takes no responsibility for

any such arrangement between the winning Entrant and the assignee. Where the Prize is a motor vehicle, the Prize includes vehicle upgrades, modifications and registration, but does not include vehicle insurance.

24. **Cash:** Where cash is awarded as a Prize, the Prize will be awarded in the form of a bank cheque, via PayPal transfer (fees may apply and are the responsibility of the winning Entrant) or electronic funds transfer to the winning Entrant's nominated bank account, at the Promoter's election.

#### General

25. **Publicity:** The winning Entrant's full name will be published in a national newspaper, and/or on the Website and on the Promoter's social media accounts, including but not limited to, Facebook, Twitter and Instagram. Such publication will be done within 30 days of the Draw Date. By entering the Promotion, the winning Entrant consents to the publication of such information.
26. By entering the Promotion, Entrants consent to the Promoter using their name, likeness, image and/or voice in the event that they are a winning Entrant (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting the Promotion (including any outcome), and promoting the Promoter's business and any products manufactured, distributed and/or supplied by the Promoter. The Entrant further agrees that they will participate in all reasonable promotional activities in relation to the Promotion as requested by the Promoter and its agents.
27. **Non-Excludable Guarantees:** 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 the *Australian Securities and Consumer Act 2010* (Cth) or similar consumer protection laws in the States and Territories of Australia (**Non-Excludable Guarantees**).
28. **Consequential Loss:** Despite anything to the contrary, to the maximum extent permitted by law, the Promoter will not be liable under these Terms and Conditions for any consequential loss including but not limited to loss of profit (including anticipated profit), loss of benefit (including anticipated benefit), loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings (including anticipated savings), loss of reputation, loss of use (including both real and anticipatory) and/ or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise.
29. **Liability:** Except for any liability that cannot by law be excluded by law (including the Non-Excludable Guarantees), the Promoter (including its respective officers, employees and agents) will not be liable to an Entrant for, and the Entrant indemnifies, waives and releases the Promoter in respect of all liability (including but not limited to all expenses, costs, damages, claims, losses) arising in any way out of or in connection with:
- (a) any act or omission of the Entrant;
  - (b) any breach of these Terms and Conditions by the Entrant;
  - (c) any Force Majeure;
  - (d) a matter arising out of clause 30;
  - (e) any personal injury or loss;
  - (f) claiming the Prize;
  - (g) use of the Prize in any way;
  - (h) any theft of any Prize or unauthorised access or third party interference in the Promotion;
  - (i) any entry or Prize claim that is late, lost, altered, damaged, delayed or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; or
  - (j) any tax liability incurred by a winning Entrant.
- except to the extent such liability was caused or contributed to by the Promoter's negligent act or negligent omission.
30. **Force Majeure:** Neither Party will be liable for any delay or failure to perform their respective obligations under this Agreement if such delay or failure is caused or contributed to by a Force Majeure

Event. **Force Majeure** means any event or circumstance which is beyond a Party's reasonable control including but not limited to, acts of God including fire, hurricane, typhoon, earthquake, landslide, tsunami, mudslide or other catastrophic natural disaster, civil riot, civil rebellion, revolution, terrorism, insurrection, militarily usurped power, act of sabotage, act of a public enemy, war (whether declared or not) or other like hostilities, ionising radiation, contamination by radioactivity, nuclear, chemical or biological contamination, any widespread illness, quarantine or government sanctioned ordinance or shutdown, pandemic (including COVID-19 and any variations or mutations to this disease or illness) or epidemic. The Promoter accepts no responsibility and will not be liable for any late, lost, delayed, corrupted or misdirected entries, claims or correspondence whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise. The Promoter has no control over communications networks or services, the Internet, or computer or telephone networks or lines and accepts no responsibility for any problems associated with them, whether due to traffic congestion, technical malfunction or otherwise.

31. To the maximum extent permitted by law, as a condition precedent to accepting the Prize, the winning Entrant must sign any legal documentation as and in the form reasonably required by the Promoter and/or Prize suppliers, including but not limited to a legal release and indemnity form.
32. **Online entries:** In the event that a dispute arises as to the identity of an online Entrant, the entry will be deemed to have been submitted by the authorised account holder of the email address. The authorised account holder means the natural person who is assigned to an email address by an Internet access provider, online service provider, or other organisation that is responsible for assigning email addresses for the domain associated with the email. The Promoter may ask any Entrant to provide the Promoter with proof that such party is the authorised account holder of the email address associated with the entry.
33. **Personal information:** The Promoter collects personal information in order to conduct the Promotion and for other purposes as set out in the entry form or page for the Promotion and may, for this purpose, collect, use and disclose such information to third parties, including but not limited to agents, contractors, service providers, Prize suppliers and as required, to regulatory authorities. Please see the Promoter's Privacy Policy (linked in the Schedule) for more information about how the Promoter collects, stores, uses and discloses personal information, including details about overseas disclosure, access, correction, how Entrants can make a privacy-related complaint and the Promoter's complaint-handling process. By providing personal information to the Promoter, the Entrant agrees to the collection, use, storage and disclosure of that information as described in this clause and the Promoter's Privacy Policy.
34. **Legal Warning:** Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the Website, or the information on the Website, or to otherwise undermine the legitimate operations of the Promotion may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by an Entrant, the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
35. **Linked Sites:** The platform for the Promotion may contain links to other websites (**Linked Sites**). The Promoter does not endorse and is not responsible for the content of any Linked Sites. Any Linked Sites displayed on the platform are for the Entrants' convenience only and the Entrant agrees to access, use and otherwise deal with Linked Sites at their own risk.
36. **General:** Unless the contrary intention appears, a reference in these terms or in any advertisement relating to the Promotion, to Australian dollars, dollars, AUD\$ or \$ is a reference to the lawful currency of Australia.
37. **Delivery:** The Promoter will deliver the Prize within fourteen (14) days from the date the Entrant redeems the Prize within the Redemption Period. Should circumstances outside the Promoter's control occur, which cause a delay in delivery of the Prize, the Promoter will not be liable.
38. **Amendments:** If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of the Promoter, the Promoter

may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, or suspend or modify a prize, subject to State or Territory regulation.

39. **Jurisdiction:** These Terms and Conditions are governed by the laws of the States and Territories in which the Promotion is conducted and the Commonwealth of Australia. Entrants submit to the jurisdiction of the courts of their State or Territory.
40. **Disputes:** In the event of a dispute, Entrants must contact the Promoter and attempt to resolve the dispute in good faith. If the matter can't be resolved, either party may refer the matter to a mediator. The costs of the mediation will be shared equally between the parties.
41. **Entire Agreement:** These Terms and Conditions represent the entire agreement between the Promoter and any Entrant (including the winning Entrant) with respect to its subject matter and supersede any prior agreement, understanding or arrangement between the Promoter and any Entrant (including the winning Entrants), whether oral or in writing.
42. **Representations:** The Promoter excludes all, warranties, guarantees or representations (whether express or implied) except as expressly provided in these Terms and Conditions.
43. **Contact Details:** as per the Schedule.
44. **Last updated:** 10 July 2023