

COMPETITION TERMS FOR NAME YOUR FIRST CAR CAMPAIGN

1. DEFINITIONS

“Competition Rules” means the individual competition requirements and details that are specific to this particular competition.

“Competition Terms” means this agreement, which you are deemed to accept if you enter a competition that we run.

“Entry Content” means your entry submitted or proposed to be submitted to a competition and all property and material included that forms part of your entry including all photographs, images, words, concepts or ideas.

“We”, “us” or “our” and “NLC” means nlc Pty Ltd (ABN 57 052 442 645), the promoter of the competition.

“Entrant” or “you” means you, the entrant to the competition.

2. COMPETITION RULES

a. Competition Rules for this promotion

These Competition Rules are specific to this promotion, and includes information on eligibility to enter and how to enter the promotion.

By entering this promotion, your entry constitutes acceptance of our Competition Terms, including the Competition Rules specific to this promotion.

At the time of lodging your Entry Content you must be:

- over the age of 18 years of age; and
- a legal resident of Australia.

Employees and their immediate families of the Promoter NLC and its agencies associated with this promotion are ineligible to win the competition prize.

An eligible Entrant may enter the competition by submitting their Entry Content, including their contact details, in the manner outlined in the Competition Rules. Entry is dependent on the Entrant subscribing to our email newsletters, a Facebook ‘like’ or other requirement as specified in these Competition Rules.

Only one entry permitted per person.

Entries must comply with these Competition Rules to be valid. We reserve the right to disqualify any Entry Content or Entrants that we believe have an unfair advantage or if we feel the entry submission may not be original, unique, or

may breach any legislation, regulation or any of our terms. We have the sole and absolute discretion to disqualify and terminate an Entrant from any further and future competitions for breach of any of the Competition Rules and/or Competition Terms at any time.

To enter, Entrants must submit the name of their first car, why they chose that name and a favourite memory about that car.

By entering the Competition, Entrants consent for NLC to use the Entrant's submitted content for marketing purposes including but not limited to: featuring on the NLC company website, email newsletters and social media.

This is a game of skill. Game of Chance plays no part in determining the competition winner. Each entry will be individually judged, based on individual creative merit and originality. All entries must be independently created by the Entrant and free of any claims that they infringe any third-party rights. Entries must not have been published previously and/or have been used to win prizes in any other competition.

This promotion commences on Monday, September 2nd 2019 and ends on Tuesday, October 1st 2019. No entries will be accepted outside these dates.

The competition winner will be drawn on the Name Your Car Day, Thursday, October 3rd 2019. The winner of the competition will be decided based on the originality and creativity of their Entry Content.

The prize for this competition is a \$250 gift card.

The name of the winner will be published on www.nlc.com.au/promotions/competitions.

3. GENERAL

From time to time, we run competitions through our website, www.nlc.com.au, and other forums. We encourage you to carefully review the individual competition requirements and details ("Competition Rules") for each competition before registering or submitting an entry since each competition may have unique eligibility requirements, methods of entry, content and technical requirements.

If there are any inconsistencies between the clauses in these Competition Terms and the specific Competition Rules, these Competition Terms will govern.

By entering any competition, you agree to the Competition Terms and Competition Rules for each competition in which you choose to participate. The Competition Rules may vary for each competition and you are required to read the Competition Rules for each competition before you participate.

a. Entry Content

If your entry requires you to provide any photos, images or creative content, you must own all copyright in any material that forms part of the Entry Content, including but not limited to the images, words, ideas and concepts. You agree to ensure that any Entry Content that you create does not contain any content that is obscene, offensive, defamatory, breaches any law or regulation or breaches any duty or obligation owed to a third party or infringes any rights of a third party.

By entering any of our competitions, displaying, publishing, or otherwise posting any Entry Content on or through our website or any other forum in which we make entry to our competitions available, you hereby grant to us a perpetual, irrevocable, royalty free, worldwide license to use, adapt, publicly display, sublicense, modify, create derivative works and distribute such Entry Content without the requirement to make payment to you or any third party or the need to seek any third party permission.

Entry details will be used for the purposes of the competition and may be used for further marketing activities, subject to our Privacy Policy. The winners agree to the use of their name, image and photograph(s) for publicity and promotional purposes, without compensation.

In the event that the Competition Rules require you to submit unique Entry Content, and we have reason to believe that the Entry Content is not unique, original and/or if we have reason to believe it is not owned by you, or has otherwise breached these terms, we reserve the right in our sole and absolute discretion to remove your Entry Content from the competition and you forfeit the right to any prize or compensation.

In addition, we reserve the right to disqualify or reject any Entrant or Entry Content that, in our sole and absolute discretion, we determine does not meet the Competition Rules criteria.

Your Entry Content is your responsibility. We have no responsibility or liability for any loss or damage your Entry Content may cause to you or other people. Although we have no obligation to do so, we have the absolute discretion to remove any Entry Content posted or stored on the website, and we may do this at any time and for any reason. You are solely responsible for maintaining and retaining any copies of Entry Content.

b. Social Media

From time to time, we may use social media such as Facebook and Twitter to advertise or promote our website and competitions. Entrants acknowledge that all Entry Content may be posted on Facebook, and must be in accordance with Facebook terms (<http://www.facebook.com/terms.php>). Entry and continued participation in any competition is dependent on Entrants following and acting in accordance with the Facebook Statement of Rights and Responsibilities (<http://www.facebook.com/terms.php>). Any and all of our

competitions are in no way sponsored, endorsed or administered by, or associated with Facebook. Entrants understand that they are providing their information to NLC and not to Facebook. The information an Entrant provides will only be used for the purposes outlined in these Condition Terms and any Condition Rules. Any questions, comments or complaints about any competition must be directed to us and not to Facebook.

Entrants acknowledge that all Entry Content published on Twitter must be in accordance with Twitter Rules (<https://twitter.com>).

c. Prizes

Each prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Each prize is not transferable to another person (unless agreed to by us in writing) or exchangeable for other goods and services and cannot be redeemed for cash. Any whole or part of a prize that is unused will be forfeited.

We do not guarantee the availability of prizes advertised through this website, newsletter emails, or other methods of advertising that we have adopted. In the event that any component of a prize is unavailable for any reason, subject to relevant State and Territory legislation, we reserve the right to substitute that prize component with another prize or component of equal or higher value and the winner will be notified accordingly. We recommend that before entering any competition, survey or other activity posted on this site or associated newsletter emails, you should verify any important information, such as the Competition Rules.

d. Winners and Awards

Winning Entrants will be notified in writing in accordance with the Competition Rules, using the contact information provided by the Entrant. We are not responsible for any incorrect addresses, prizes or awards that are not received as a result of any incorrect address or for any other error on the part of the Entrant.

Prizes that are physical products must be picked up and/or shipped by the date specified in Competition Rules. Winners are required to pay for any shipping, handling, taxes or any ancillary costs associated with the prize, where stated in the Competition Rules.

If the prize is not claimed or the winning Entrant does not respond or claim the prize by time specified in the notification or in Competition Rules, the right to the prize is forfeited. We then reserve the right to give the prize to the next winning entry or not to award the prize at all, as we determine in our absolute discretion.

The decision that we make regarding the winning Entrant is final and binding. No correspondence or discussions will be entered into about the winner or individual entries.

e. Taxes

We accept no responsibility for any variation in the prize values. The prize values are stated in Australian dollars as at the time of publication of the competition. We accept no responsibility for any tax implications that may arise from the prize winnings and all entrants are responsible for their own financial situation as a result of any prize or winnings. Your own independent financial advice should be sought.

4. NO LIABILITY

We are not responsible for any liability related to the products or services, their delivery or transaction. We are in no way responsible for any issues you may have in relation to any of the prizes.

We are not liable for any loss or damage whatsoever which is suffered, including but not limited to special, indirect, consequential loss or for personal injury suffered or sustained as a result of taking or using any prize, except for any liability that cannot be excluded by law.

In addition, we will not be liable for any loss or damage whatsoever resulting from incorrect details lodged by Entrants. We cannot be held responsible for any late entries, lost entries or any prizes that may be lost or damaged in transit.

We reserve the right to vary the rules of any competition, promotion or any prizes offered or cancel any competition if we are no longer able to run the competition due to reasons beyond our control, subject to State or Territory legislation. We will not be liable for any losses to any party arising from any variation or cancellation.

5. GOVERNANCE AND SEVERABILITY

These Competition Terms are subject to the laws of the State of Victoria. Any disputes will be governed by and subject to mediation and the laws of this State.

All Competition Terms are binding in the individual States and Territories of Australia to the extent they do not conflict with the *Competition and Consumer Act 2010* or any individual State or Territory laws. In the event of any conflict with any law of any State or Territory, or if a term or part of a term is illegal or unenforceable, it is deemed to be severed from these Competition Terms and the remaining terms continue in force.