

**NGC Network Australia Pty Ltd  
Nissan X-TRAIL Adventurers  
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia. However, employees and their immediate families of NGC Network Australia Pty Ltd (“**NGC**”), Nissan Motor Co. (Australia) Pty. Ltd. (“**Nissan**”), Salmat IDR Pty Limited, and their associated agencies and companies are not eligible to enter.
3. Entrants under the age of 18 must obtain the prior permission of a parent or guardian over the age of 18 to enter. If the Winner is under the age of 18, at least one of their travel companions or family members must include a person that 18 years or over with a valid Australian driver’s licence.
4. The competition will be advertised on National Geographic Channel, [www.natgeotv.com.au/nissanxtrail](http://www.natgeotv.com.au/nissanxtrail) and in the Better Homes and Garden print magazine.
5. The competition commences on Sunday 20 November 2011 at 00:01 (AEDT) and concludes on Saturday 21 April 2012 at 23.59 (AEDT). See Entry Phases outlined below.
6. To enter the Promotion, an entrant must, during one of the entry periods listed below for the corresponding phases:

Entry Phase	Entry Opens	Entry Closes	Judging Date/Draw Date
<b>1</b>	00:01 (AEDT) on Sunday 20 November 2011	23:59 (AEDT) on Saturday 31 December 2011	<ul style="list-style-type: none"> <li>• 3 Winners of a Family Adventure Prize as judged by NGC and Nissan on Wednesday 11 January 2012 at 10:00 (AEDT)</li> <li>• First 50 valid entrants receive the Backpack offer</li> </ul>
<b>2</b>	00:01 (AEDT) on Monday 26 March 2012	23:59 (AEST) on Saturday 21 April 2012	<ul style="list-style-type: none"> <li>• Major Prize and Runner up Prizes drawn at 10:00 on Monday 23 April 2012</li> <li>• Nissan X-TRAIL Winner determined by NGC and Nissan</li> </ul>

**Phase 1 entry:**

To enter, participants must go to <http://www.natgeotv.com.au/nissanxtrail> and register their details including (but not limited to) name, address, phone number, e-mail address. To submit a completed entry, entrants must submit a short video or photograph (maximum 2 minutes duration) and answer two multiple choice questions.

**Phase 2 entry:**

The footage filmed during the Family Adventure Prize from Phase 1 of this promotion will be uploaded to the Website. Entrants will be eligible to vote for their favourite Phase 1 Game of Skill Winner entry by visiting <http://www.natgeotv.com.au/nissanxtrail>, register their details including (but not limited to) name, address, phone number, e-mail address, and submit a vote for their favourite Phase 1 Game of Skill Winner.

The Phase 1 Game of Skill Winners entrants cannot vote for their own entry.

7. Inaudible, illegible, incomprehensible, offensive and incomplete entries will be deemed invalid.
8. Entrants in Phase 1 of the promotion may enter as many times as they like, however, each entry must be unique and the short video must not be the same as other entries submitted. Only one prize per person is permitted in Phase 1.
9. Entrants in Phase 2 of the promotion may enter as many times as they like. Only one prize person is permitted in Phase 2 (SA residents are entitled to win more than one prize).
10. The Promoter reserves the right to request winners to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
11. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
12. Entries must be received by the times and dates stipulated in clause 5. The time of entry will in each case be the time the online entry is received by the Promoter's database. The Promoter accepts no responsibility for any late, lost or misdirected entries due to technical disruptions, network congestion or for any other reason.
13. Any entry that is made on behalf of an Entrant by a third party will be invalid.
14. The cost of accessing the promotional website will be dependant on the entrant's individual Internet Service Provider.

#### **PHASE 1 JUDGING AND PRIZES**

15. **Phase 1 Game of Skill judging:** NGC and Nissan will judge all entrants who have submitted a video/photo entry. With the judging against the category of 'Active Family', all entries will be judged based on the person or group of people who NGC and Nissan determine to be the best 'Nat Geo Family Adventurer'. Three (3) Game of Skill Winners will be determined by the judges. Judging commencing on Wednesday 11 January 2012 at 10:00 (AEDT) at Level 3, 4-16 Yurong Street, East Sydney, NSW 2011.
16. All reasonable attempts will be made to contact the Game of Skill Winners. If a Game of Skill prize remains unclaimed by a winner or unallocated or forfeited for any reason, an unclaimed judging will take place at 10:00 (AEDT) on Wednesday 25 January 2012 at Level 3, 4-16 Yurong Street, East Sydney, NSW 2011.
17. **Phase 1 Game of Skill Prize:** Each Game of Skill Winner will receive the following Family Adventure Prize. The Game of Skill Prize is valued at a maximum of \$6,220 each and includes:
  - A 5 day Nissan Family Adventure in Australia:
    - The use of a Nissan X-TRAIL branded with 'Nat Geo Adventurer' for the duration of the adventure, including a full tank of fuel and insurance, valued at

- a maximum of \$395.00
- National Geographic will lend the Game of Skill Winner a camera, tripod and go-pro to help them to document their adventure, valued at a maximum of \$825.00
- A chance to try their hand at adventure journalism and star on National Geographic Channel.
- \$5,000 spending money to cover fuel, accommodation, food and other ancillary costs. This spending money to be paid to winner by NGC as a lump sum prior to the trip via bank transfer, and can be used at the discretion of the Winner during the Nissan Family Adventure.

As a condition of the prize, winners will be given daily tasks, which will in turn provide material for the interstitials/microsite/magazines. Tasks will be in the form of comments, blogs, and/or action shots of the adventurers in exciting locations. A National Geographic camera crew will fly in and interview the winners on location over 1 day, and this will also ensure high quality footage for on air. The footage filmed during this Family Adventure Prize will be edited by NGC to create an entry into Phase 2 of this promotion.

18. The total prize pool value included in the Family Adventure prize is valued at \$18,660.00

19. **Phase 1 Backpack offer:** The first fifty (50) valid entrants will win a Backpack valued at \$15.00 each.

The total prize pool value for the backpack offer is valued at a maximum of \$750.00

20. The first fifty (50) valid entrants, according to the Promoters database, will be awarded the Backpack. Once the limit of 50 is reached, this Backpack offer in Phase 1 will be closed unless extended at the Promoter's absolute discretion.

21. **The total prize pool for Phase 1 is valued at a maximum of \$19,410.00 (including GST).**

22. It is a condition of accepting the prize that the winner will be required to sign a legal release in a form determined by the promoter in its absolute discretion.

23. The Winners will be notified within 2 days of the determination date. The Winners will be notified of their prize in writing.

24. If a Winner is under the age of 18 as at the date of the judging, an adult must accompany the minor in the participation of the prize. Each winning group must ensure that there is one valid driver with a current license and the driver is over 18 years of age.

25. Travel must be taken at the time specified by the Promoter and must coincide with the dates of the scheduled prize. The Family Adventure Prize must be taken between Wednesday 1 February 2012 and Thursday 1 March 2012. All logistics and mechanics involved in the Prize are at the ultimate discretion of the Promoter and must be agreed to by the Promoter, and are subject to vehicle availability. If a Winner and travelling companions are, for whatever reason, unable to travel on a nominated date, or do not take the prize within the time stipulated by the Promoter then the Game of Skill Prize will be forfeited by the winner. Cash will not be awarded in lieu of the Game of Skill Prize or any element thereof.

26. A credit card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges.

27. The winner must comply with all Nissan's agreements at the time of the loan. The vehicle cannot be driven more than 200km from the metropolitan area it is loaned

from and must only be driven on sealed roads.

28. In the event that the vehicle is involved in an accident or damaged in anyway, an Accident/Damage Report in the form required by Nissan must be completed and forwarded to the Nissan dealer that the vehicle was collected from within 24 hours of the damage occurring. Repairs to the vehicle are not to be undertaken without the written consent of Nissan or its appointed assessor. If unauthorised repairs are undertaken, the winner shall be liable for the cost of those repairs and any subsequent work that may be required in the event that the unauthorised repairs are deemed to be inadequate.
29. Nissan retains the title to the vehicle and the winner must not purport to sell, pledge, and mortgage, lend, transfer, or in any way encumber the vehicle. All costs relating to insurance, registration, service, repairs, etc, of the vehicle will be borne by Nissan except for the following items which the winner will be responsible for including but not limited to any negligent act performed by the driver or passengers involving the said vehicle: any loss or damage caused to, or by, the vehicle should the winner (or driver) be intoxicated or under the influence of medication or drugs whilst in control of the said vehicle: or any fines or penalties incurred for traffic infringements whilst the vehicle is in the custody and control of the winner (or nominated driver). The winner is to return the car to Nissan immediately upon completion of the 5 day adventure and if the winner fails to do this, Nissan is irrevocably authorised to enter any premises in which they believe the vehicle to be situated and take possession of and remove the vehicle.
30. The winner will be responsible for, including but not limited to any negligent act performed by the driver or passengers involving the said vehicle: any loss or damage caused to, or by, the vehicle should the winner (or driver) be intoxicated or under the influence of medication or drugs whilst in control of the said vehicle: or any fines or penalties incurred for traffic infringements whilst the vehicle is in the custody and control of the winner (or nominated driver). The driver of the car must have a current Australian State or Territory license (which is not under suspension or cancellation) as at the date on which the winner (or companion) is to drive the vehicle.
31. By entering this competition, entrants accept and acknowledge full responsibility for their decision to participate in this Nat Geo Adventurer Prize should they be chosen as winners. The winners release the promoter and other organisers, their related bodies corporate, affiliates, officers, agents and employees, from all liabilities, loss and damage of any kind arising at any time out of or in connection with the acceptance of, and participation in, the prize. Without limiting the foregoing, the released parties not be liable for any injury, sickness or death, property loss or damage or other direct or indirect loss or damage of any kind, howsoever sustained or incurred, in connection with or arising out of the Nat Geo Adventurer Prize or any other aspect of the prize. The winner acknowledges that they have been warned that there is a possibility of an accident causing injury, death or property damage in accepting the prize.

## **PHASE 2 JUDGING AND PRIZES**

32. **Phase 2 Game of Skill:** NGC and Nissan will determine which of the Phase 1 Game of Skill Winners has received the highest number of votes during Phase 2 of the promotion (according to the Promoters database). This determination will be finalised at 10:00 (AEST) on Monday 23 April 2012 at Level 3, 4-16 Yurong Street, East Sydney, NSW 2011.
33. In the event that there is a tie between two Game of Skill Winner's total votes, the entrant who received the most number of votes first according to the Promoters database will be determined the finalist.
34. All reasonable attempts will be made to contact this Phase 2 Game of Skill Winner. If

this prize remains unclaimed by a winner or unallocated or forfeited for any reason, an unclaimed judging will take place at 10:00 (AEST) on Wednesday 23 May 2012 at Level 3, 4-16 Yurong Street, East Sydney, NSW 2011.

35. **Phase 2 Game of Skill Prize:** The Phase 2 Game of Skill Winner will receive a Nissan X-TRAIL 4WD Ti CVT, including on-road costs, valued at a maximum of \$50,285 (based on WA registration).
36. Each valid entrant who has entered the competition over the duration of the promotional period in Phase 2 will be entered into the Phase 2 draw. The first valid entrant will be drawn to be the Major Prize Winner and 350 valid entrants will be drawn at random to become the Runner-up Prize Winners. The draw will take place at 11:00 (AEST) on Monday 23 April 2012 at Salmat IDR Pty Limited, Level 2, 116 Miller Street, North Sydney, NSW 2060. All winners will be notified by in writing within 2 days of the draw. The Major Prize Winner will have their details published in the public notices section of The Australian Newspaper on Monday 30 April 2012.
37. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Salmat IDR Pty Limited, Level 2, 116 Miller Street, North Sydney NSW 2060 at 10:00 (AEST) on Monday 23 July 2012. The Winners will be notified within 2 days of the draw. The winners will be notified of their prize in writing. Winners of prizes valued over \$250 will have their details published in the Public Notices section of The Australian newspaper on Monday 30 July 2012.
38. There is 1 x Major Prize. The Major Prize is a \$10,000 Flight Centre voucher, valued at \$10,000.  
  
The total Major Prize pool is valued at \$10,000.
39. There are 350 x Runner-up Prizes. The Runner-up Prize is a Backpack, valued at \$15.00 each.  
  
The total Runner-up Prize pool is valued at a maximum of \$5,250.00
40. Total Phase 2 prize pool is valued at a maximum of \$65,535.00
41. **Total Prize Pool for Phase 1 and Phase 2, is valued at a maximum of \$84,945.00**
42. Prizes will be awarded to person named in the entry.
43. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
44. If any particular draw is scheduled on a public holiday, the draw will be conducted on the following business day
45. Prizes cannot be transferred, exchanged or redeemed for cash (unless cash is specified).
46. The winners and their companions are responsible for all other expenses including spending money (unless specified), meals (unless specified), drinks, transfers (unless specified), laundry charges, activities (unless specified), incidentals, taxes (excluding departure and any other flight associated taxes included within the prize), energy surcharges, gratuities, services charges, travel insurance and all other ancillary costs. Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances.
47. Full terms and conditions for the \$10,000 Flight Centre voucher are available at <http://www.flightcentre.com.au/travel-extra/gift-cards/>

48. If any prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to State Regulation.
49. The promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in the prize. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
50. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
51. By accepting the prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.
52. In consideration for the Promoter awarding the prize to the winner, the winner hereby assigns to the Promoter all right, title and interest in and to all copyright in any material created pursuant to the winner's participation in any aspect of the prize (Works). The winner acknowledges that the Promoter is free to use the Works and to exercise its rights in relation thereto and the winner will not be entitled to any fee for such use.
53. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with National Geographic Channel or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
54. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
55. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.
56. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
57. The promoter's decision is final and the promoter will not enter into correspondence regarding the Competition result.
58. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
59. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.
60. The Promoter shall not be liable for any loss or damage whatsoever which is suffered

(including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.

61. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
62. NGC Network Australia Pty Ltd, Nissan and Salmat IDR Pty Limited and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission, communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.
63. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written direction given under State Regulation.
64. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
65. **AUTOMATIC OPT-IN:** By entering the promotion, unless otherwise advised, each entrant also agrees that the Promoter and Nissan may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the entrant, including sending the entrant electronic messages.
66. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winners). The entrant's personal information may be disclosed to Salmat IDR Pty Limited for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
67. Entrants' personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. For purposes of public statements and advertisements the Promoter will only publish the winner's surname, initial and state. A request to access, update or correct any information should be directed to the Promoter.
68. The Promoter is NGC Network Australia Pty Ltd of Level 3, 4-16 Yurong Street, East Sydney, NSW 2011 (ABN: 67 077 753 603).
69. The Sponsor is: Nissan Motor Co. (Australia) Pty. Ltd of 260-284 Frankston Dandenong Road, Dandenong South, Victoria 3175 (ABN: 54 004 663 156).

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