

## BP Win \$10,000 Every Day Promotion

### Terms and Conditions

<b>Who is running the competition?</b>	The Promoter is BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke St, Docklands Vic 3008. Phone: 03 9268 4111.
<b>When will the competition start and end?</b>	The competition starts at 12.01 am (AEDT) on 15/03/2018 and ends at 11.59pm (AEST) on 11/04/2018 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Only Australian residents can enter. If you are under 18, you must get approval from your parent/guardian before you enter.
<b>Who can't enter?</b>	Directors, officers, management and employees of: <ul style="list-style-type: none"> <li>(a) the Promoter; or</li> <li>(b) Linfox, Toll or of any Commonwealth, State, Territory or local government agencies or entities where the rules or guidelines applicable to such agency or entity prohibit receipt of a prize; or</li> <li>(c) the agencies or companies associated with this competition,</li> </ul> and their immediate families, can't enter.
<b>Where will the competition run?</b>	The competition will run in all participating BP branded service stations ( <b>Stores</b> ) in all Australian states and territories. Please check with the Store prior to making any purchase to confirm whether it is participating in the Competition.
<b>What do I need to do to enter?</b>	<p>During the Competition Period, you need to make a fuel or shop purchase (excluding any tobacco or lottery product) (<b>Qualifying Purchase</b>) from a participating Store, retain your receipt and:</p> <ul style="list-style-type: none"> <li>(a) if you are a BPme customer (excluding BPme BP Plus customers) who has downloaded and set up an account with the BPme application (<b>BPme App</b>) and who has previously opted in to receive marketing communications from the Promoter via the BPme App either in the registration process or via the BPme App marketing settings, you will receive an automatic entry into the competition once you process the Qualifying Purchase payment via the BPme App (and the Promoter's database receives your entry); or</li> <li>(b) if you are any other customer, you will be eligible to receive an entry card (subject to stocks remaining in that Store) and you must visit <a href="http://www.bp.com.au/win10k">www.bp.com.au/win10k</a> (<b>Website</b>) and fill out and submit the online entry form, including by providing the unique code printed on the entry card and all other requested information. Where there is a self-serve checkout payment option at a Store, you must request an entry card from a Customer Service Representative of the Store at the time of making your Qualifying Purchase.</li> </ul> <p>A receipt showing a Qualifying Purchase can only be used to make 1 entry.</p> <p>In order for the Promoter to receive your automatic entry (where relevant), the Promoter must process the sales data in respect of</p>

	<p>the BPme App. There may be a delay between the time you make your Qualifying Purchase and the time the Promoter receives your entry.</p> <p>BPme customers (excluding BPme BP Plus customers) must be “opted in” to receive marketing communications from the Promoter at the time of making their Qualifying Purchase, in order to be eligible to win a prize in respect of that Qualifying Purchase. Please check BPme App ‘Account Settings’ to ensure opt in is enabled in ‘Communication Preferences’.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 28 winners determined in respect of this competition.</p> <p>There will be 28 draws; 1 in respect of each day of the Competition Period. There will be a delay between the date an entry is made and the date the draw for that day takes place. The draws will occur daily at 2pm (AEDT/AEST, as applicable) between 19/03/2018 and 13/04/2018 (inclusive) at Prime Focus, Level 1, 500 Chapel Street, South Yarra VIC 3141. Any draws scheduled for a weekend or Victorian public holiday will take place 2 business days later.</p> <p>The first valid entry drawn randomly in each draw from the entries received up to and including the previous calendar day of the Competition Period will win a prize. Non-winning entries received in respect of each draw will roll over to subsequent draws.</p> <p>The Promoter may draw additional reserve entries in each draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There are in total 28 prizes available.</p> <p>Each prize is a \$10,000 cash, awarded in the form of a bank cheque.</p> <p>There is a limit of one prize per person (except for SA residents).</p>
<b>Total prize pool</b>	The total prize pool is \$280,000.
<b>How many times can I enter?</b>	You can enter multiple times, provided you only enter once per day and once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winners be informed?</b>	If you are a winner, you will be informed by phone and in writing within two business days of the relevant draw and your name and state/territory of residence will be published on the Website on 16/04/2018 for a period of 28 days.
<b>Must I keep anything to verify my entry?</b>	You must keep the original purchase receipt(s) for all entries as proof of purchase. Your purchase receipt must clearly identify the Store of purchase, the product purchased (which must be a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry). If you don't produce the proof of purchase for all entries when asked the Promoter may disqualify all of your entries (at its sole discretion) and you will lose any right to a prize. If, in the Promoter's opinion, you have shared any receipt(s) or entry cards with another person, your entries will be invalid and you will lose any right to a prize.
<b>If I win, when must I claim my prize?</b>	You must claim your prize by 5pm (AEST) on 13/07/2018.
<b>What if I don't claim my</b>	If a prize has not been accepted or claimed by 5pm (AEST) on

<b>prize on time ?</b>	13/07/2018 or if, after making all reasonable attempts, the Promoter can't contact the drawn winner (or the drawn winner does not contact the Promoter) by this time and date, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed prize draw at 2pm (AEST) on 16/07/2018 at the same location as the original draw to distribute the relevant prize.  Any such winner/s will be informed by phone and in writing within two days of determination and their name and state/territory of residence will be published on the Website on 16/07/2018 for a period of 28 days.
<b>Permit numbers</b>	Authorised under ACT Permit No. TP17/02655, NSW Permit No. LTPS/17/20935 and SA Licence No. T17/2470.

- 1 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about prizes and how to enter forms part of these Terms and Conditions. By entering, you accept these Terms and Conditions. Installation and use of the BPme App is subject to the terms and conditions of the BPme App, available at [https://www.bp.com/content/dam/bp-country/en\\_au/media/apps/BPme-app-terms-conditions.pdf](https://www.bp.com/content/dam/bp-country/en_au/media/apps/BPme-app-terms-conditions.pdf), and which may change from time to time.

### Entry

- 2 Your entry must be received during the Competition Period. Your entry is deemed to be received only when received by the Promoter's database. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online message (depending on your method of entry) confirming your entry. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple aliases you may be disqualified.

### Prizes

- 3 If a prize winner is under 18 years old on the date the prize is awarded, it will be awarded to the winner's parent or guardian on the winner's behalf. By accepting or participating in any prize on behalf of a winner, the winner's parent or guardian accepts these conditions.

### General

- 4 If you are a winner, the Promoter may ask you to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name and image in any promotional or advertising activity. If you do not wish for the Promoter to use your name and image in promotional or advertising please inform the Promoter on receiving the prize.
- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions, your entry (or at the Promoter's discretion, all of your entries) may be discarded. The Promoter may, at any time, require you to produce documentation to establish to the Promoter's satisfaction the validity of your entries (including documentation establishing your identity, age, place of residence and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 6 You must not:
- (a) tamper with the entry process;
  - (b) engage in any conduct that may jeopardise the fair and proper conduct of the competition;
  - (c) act in a disruptive, annoying, threatening, abusive or harassing manner;

- (d) do anything that may diminish the good name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this competition;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 8 The Promoter's decision in connection with all aspects of this competition is final.
- 9 Prizes cannot be transferred or exchanged. The prize values are correct as at the date of preparing these Terms and Conditions and include any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if a prize (or element of a prize) is unavailable for any reason the Promoter may provide another item of equal or higher value, subject to any necessary approval by the state/territory gaming authorities.
- 10 By entering, you request that your full address not be published.
- 11 If this competition cannot run as planned for any reason beyond the Promoter's control, for example due to software, hardware or communications issues, unauthorised intervention, tampering, fraud or technical failure, the Promoter may end, change, suspend or cancel the competition or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 12 The Promoter is not responsible for any tax implications arising from you winning a prize. You should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, you must follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

### **Liability**

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 14 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this competition or any prize, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
- 15 Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this competition are not liable for any loss of, damage to or delay in delivery of the prize. Prizes will only be delivered to addresses in Australia.
- 16 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

### **Collection and use of your personal information**

- 17 The Promoter collects personal information about you in order to conduct the competition. If the personal information requested is not provided, you may not be able to participate. The Promoter may also use your personal information to help improve its goods and services. The Promoter may share your personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners. The Promoter and its Australian related companies and promotional partners may contact you with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). By entering

and providing personal information, you consent to the use of your personal information in this manner. Where BP holds personal information about you that it has collected from different sources, BP may combine this personal information into a single record or collection of linked records. Your personal information may be disclosed to overseas locations such as New Zealand, the USA, the UK, Malaysia, the Philippines and India. The Promoter's Privacy Policy (available at [www.bp.com.au](http://www.bp.com.au)) states:

- (a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and
- (b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.