

## BP Run Promotion Terms and Conditions

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| <b>Promoter</b>                        | BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke St, Docklands Vic 3008.   |
| <b>Competition Period</b>              | 12.01am (AEST) on 09/05/19 to 11.59pm (AEST) on 03/07/19  |
| <b>Who can enter?</b>                  | <p>Only Australian residents aged 16 years or over.</p> <p>If you are under 18, you must get approval from your parent/guardian before you enter and if you will be under 18 on the date the prize is awarded, the prize may be awarded to your parent or guardian at the Promoter's discretion. By approving your participation or by accepting any prize on your behalf, your parent or guardian accepts these conditions.</p>  |
| <b>Who can't enter?</b>                | <p>Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter;</p> <p>(b) any companies or Commonwealth, State, Territory or local government agencies where the rules or guidelines applicable to such company or agency prohibit receipt of a prize; and</p> <p>(c) the agencies, companies or participating premises associated with this competition.</p>   |
| <b>Where will the competition run?</b> | The competition will run in BP service stations which are displaying promotional material ( <b>Stores</b> ) including in BP OnTheRun stores ( <b>BP OTR Stores</b> ) in Australia.  |
| <b>Entry instructions</b>              | <p>To enter, you must, during the Competition Period:</p> <p>(a) receive a unique code by one of the following methods:</p> <p style="padding-left: 20px;"><b>Qualifying Purchase</b></p> <p>(i) make a fuel or shop purchase from a Store (excluding any tobacco or lottery product) (<b>Qualifying Purchase</b>); or</p> <p>(ii) make a fuel or shop purchase in-store at a BP OTR Store (excluding any purchase of tobacco or lottery product/s, gift cards, Subway, Wok-In-A-Box, Oporto, Hungry Jacks, Guzman y Gomez, and any purchase made on the OTR App) (also, a <b>Qualifying Purchase</b>);</p> <p>(iii) retain your receipt and:</p> <p style="padding-left: 20px;">(A) if you are a BPme customer who has paid via the BPme application, including BPme for BP Plus (<b>BPme App</b>) and has opted in to receive BPme marketing communications from the Promoter prior to making the Qualifying Purchase, you will receive a unique code via email for BPme or via your receipt in the BPme App for BPme for BP Plus within 72 hours of making the Qualifying Purchase; or</p> <p style="padding-left: 20px;">(B) if you are any other customer, you will be eligible to receive an entry card with a unique code (subject to stocks remaining in that Store). 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;</p> <p style="padding-left: 20px;"><b>eDM</b></p> <p>(iv) receive an email from the Promoter which includes a unique code;</p> <p>(b) if you haven't already done so, download and install the BP Run application (<b>BP Run App</b>) on your mobile device and follow the instructions to register your details; and</p> <p>(c) follow the instructions to provide the unique code and all other requested information.</p> |

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|   | <p>After following the steps above, you:</p> <p>(a) will be advised whether you have provisionally won an instant win prize (<b>Instant Win Prize</b>);</p> <p>(b) can follow the instructions in the BP Run App to play the BP Run Game in the BP Run App for the chance to win an instant win prize (also, an <b>Instant Win Prize</b>); and</p> <p>(c) can receive 1 entry into the prize draw upon successful completion of a level in the BP Run Game. The BP Run Game has 8 levels. Once you have completed all 8 levels, 1 unique code = 1 prize draw entry without you needing to complete a BP Run Game level again, subject to paragraphs (a)-(c) above.</p> <p>For the avoidance of doubt, BPme App is not applicable for and cannot be used at some Stores or at any BP OTR Stores. Use the BPme App store locator to find your nearest BPme enabled Store.</p> <p>The entrant is deemed to be the individual who attended the Store and made the Qualifying Purchase or the individual who is the registered owner of the relevant email account which received the eDM.</p> <p>The Promoter is not responsible if your mobile device is not sufficiently capable for the purpose of submitting an entry.</p> <p>BPme customers (including BPme for BP Plus customers) must be “opted in” to receive marketing communications from the Promoter prior to making their Qualifying Purchase, in order to be eligible to win a prize in respect of that Qualifying Purchase. To be “opted in”, please check BPme App ‘Account Settings’ and go to ‘Communication Preferences’ or in the BPme for BP Plus App, go to ‘My details’.</p> |
| <p><b>How are Instant Win Prizes awarded?</b></p>     | <p>There are up to 257,188 Instant Win Prizes to be awarded.</p> <p>Instant Win Prizes are randomly awarded based on pre-determined times during the Competition Period selected by a computerised random system at Core Marketing Services, 45 Stubb St, Kensington, VIC, 3031 (<b>Core Marketing Services</b>).</p> <p>You will get a notification within the BP Run App informing you if you have provisionally won an instant win prize.</p>  |
| <p><b>How are daily and major prizes awarded?</b></p> | <p>There are 57 draw prizes to be awarded – 1 <b>Major Prize</b> and 56 <b>Daily Prizes</b> (1 per day of the Competition Period).</p> <p><b>Daily Prize draws</b></p> <p>There will be 56 Daily Prize draws; 1 in respect of each day of the Competition Period. Daily Prize draws will take place at Core Marketing Services commencing at 1pm (AEST) on each Monday between 13/05/19 and 08/07/19 (inclusive). All Daily Prize draws for the previous week of the Competition Period (up to and including the draw for the Sunday prior) will take place on the following Monday. Draws scheduled for Victorian public holidays will take place on the next business day.</p> <p>The first valid entry drawn randomly in each Daily Prize draw from the draw entries received up to and including the relevant calendar day (AEST) of the Competition Period will win a Daily Prize. Non-winning entries received in respect of each Daily Prize draw will roll over to subsequent draws.</p> <p><b>Major Prize draw</b></p> <p>There will be 1 Major Prize draw. The Major Prize draw will take place at 1pm (AEST) on 04/07/19 at Core Marketing Services. The first valid entry drawn randomly from all draw entries received during the Competition Period (including previous Daily Prize winning entries) will win the Major Prize.</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 draw prize is unclaimed (<b>Reserve Entrants</b>).</p>  |

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| <b>What can I win?</b>   | There are up to 257,245 prizes available – up to 257,188 Instant Win Prizes, 56 Daily Prizes and 1 Major Prize.                    |   |                     |
|  | <b>Instant Win Prizes</b>  |   |                     |
|  | <b>Number</b>  | <b>Description</b>  | <b>Value (each)</b> |
|  | 500  | BP Gift Cards   | \$50                |
|  | 5,000  | BP Gift Cards   | \$20                |
|  | 5,000  | eftpos gift cards   | \$20                |
|  | 40,000   | Picnic Bar 46gm (awarded as an e-voucher in the BP Run App)                               | \$2.70              |
|  | 49,920   | V Energy Drink 250ml green/blue (awarded as an e-voucher in the BP Run App)               | \$3.50              |
|  | 48,000   | Gatorade G2 600ml Glacier Freeze/Raspberry (awarded as an e-voucher in the BP Run App)    | \$5.00              |
|  | 24,000   | Smith's Chips Original 45gm (awarded as an e-voucher in the BP Run App)                   | \$2.00              |
|  | 16,000   | Cadbury Dairy Milk 150gm (awarded as an e-voucher in the BP Run App)                      | \$5.20              |
|  | 32,000   | Peter's Icy Pole (awarded as an e-voucher in the BP Run App)                              | \$1.50              |
|  | 24,000   | Mentos Clean Breath 35gm Peppermint/Spearmint (awarded as an e-voucher in the BP Run App) | \$3.40              |
| 12,768   | Mentos Pure Fresh Strawberry Gum 30gm (awarded as an e-voucher in the BP Run App)  | \$2.29  |                     |
| <b>TOTAL:</b>  |  | \$1,037,759   |                     |
| Instant Win Prize winners will receive details of their prize instantly via the BP Run App and must redeem their Instant Win Prize in the method and by the date specified.  |  |   |                     |
| Food or drink Instant Win Prizes are redeemable at participating Stores only. Winners should check whether a Store has the relevant food or drink item in stock prior to activating and redeeming their e-voucher. If a food or drink Instant Win Prize is not available at a Store, the cashier at the Store may substitute with an alternative food or drink Instant Win Prize, at their discretion. |  |   |                     |
| <b>Daily Prizes</b>  |  |   |                     |
| <b>Number</b>  | <b>Description</b>   | <b>Value (each)</b>   |                     |
| 56   | \$1,000 cash, awarded in the form of a bank cheque or an EFT payment (as nominated by the winner)                                  | \$1,000   |                     |
| There is a limit of one Daily Prize per household, except for SA residents.  |  |   |                     |
| <b>Major Prize</b>   |  |   |                     |
| <b>Number</b>  | <b>Description</b>   | <b>Value</b>  |                     |
| 1  | Mazda cx5 with automatic transmission (as specified by the Promoter), including on road costs and compulsory third party insurance | Up to \$52,500  |                     |
| <b>Total prize pool</b>  | The total prize pool is up to \$1,146,259  |   |                     |

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| <p><b>How many times can I enter?</b></p>                     | <p>You can enter a maximum of:</p> <ul style="list-style-type: none"> <li>(a) once per day, (subject to the paragraph below);</li> <li>(b) once per Qualifying Purchase/receipt (if relevant); and</li> <li>(c) once per unique code.</li> </ul> <p>You can receive 1 draw entry for each completed level of the 8 BP Run Game. Once you have completed all 8 levels, you can receive 1 draw entry for each additional unique code submitted in accordance with these Terms and Conditions.</p> <p>Each entry must be submitted separately in accordance with these Terms and Conditions.</p>  |
| <p><b>How and when will the winners be informed?</b></p>      | <p>Instant Prize winners will be notified in writing at the time of provisionally winning.</p> <p>Daily Prize and Major Prize winners:</p> <ul style="list-style-type: none"> <li>• will be notified in writing by email within two business days of determination; and</li> <li>• will have their name and state/territory of residence published on <a href="http://www.bp.com.au/bprun">www.bp.com.au/bprun</a> on 09/07/19 for a period of 28 days.</li> </ul>   |
| <p><b>Proof of purchase</b></p>                               | <p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>• original itemised purchase receipt(s) (if relevant).</li> <li>• unique code/s.</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Proof of purchase must be identical to that provided by you with your entry. If relevant, your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>   |
| <p><b>Unclaimed prize/s</b></p>                               | <p><b>Daily Prizes and Major Prize claim date:</b> 5pm (AEST) on 04/10/19.</p> <p><b>Unclaimed prize determination:</b> 1pm (AEDT) on 07/10/19 at Core Marketing Services.</p> <p>If a Daily Prize or Major Prize has not been accepted or claimed by the prize claim date above or if, after making all reasonable attempts, the Promoter can't contact a winner (or a winner does not contact the Promoter) by the prize claim date above, the relevant entry/ies 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 the date, time and place stated above to randomly distribute the prize/s in descending order of value amongst valid entrants. Any winner/s will be informed:</p> <ul style="list-style-type: none"> <li>• by phone</li> <li>• in writing by email</li> </ul> <p>within two business days of determination. Winner/s will have their name and state/territory of residence published:</p> <ul style="list-style-type: none"> <li>• on <a href="http://www.bp.com.au/bprun">www.bp.com.au/bprun</a> on 09/10/19 for a period of 28 days.</li> </ul>   |
| <p><b>Collection and use of your personal information</b></p> | <p>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.</p> <p>The Promoter collects personal information about you in order to conduct and manage 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</p> |

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|                       | <p>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 <a href="http://www.bp.com.au">www.bp.com.au</a>) states:</p> <p>(a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and</p> <p>(a) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.</p> |
| <b>Permit numbers</b> | <p>Authorised under:</p> <p>ACT Permit No. TP19/02733</p> <p>SA Licence No. T19/217</p> <p>NSW Permit No. LTPS/19/32143</p>   |

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 Apps and the BP Run App is subject to the relevant terms and conditions available at, respectively:

- (a) [www.bp.com/en\\_au/australia/products-services/bpme/terms.html](http://www.bp.com/en_au/australia/products-services/bpme/terms.html);
- (b) [www.bp.com.au/bprun](http://www.bp.com.au/bprun); and
- (c) [www.bp.com/en\\_au/australia/products-services/bpme/bpme-for-bp-plus/bpme-for-bp-plus-terms-conditions.html](http://www.bp.com/en_au/australia/products-services/bpme/bpme-for-bp-plus/bpme-for-bp-plus-terms-conditions.html),

which may change from time to time.

#### Entry

2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. Where relevant, entry cards from any other competition cannot be used for this competition, and are void if copied, forged, stolen or interfered with. If you return a Qualifying Purchase your entry may be deemed invalid at the Promoter's discretion (unless the product is defective). 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 email addresses/aliases, you may be disqualified.

#### Prizes

3 Prize/s and all elements of prize/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including where relevant, validity period/s.

4 The Major Prize is a Mazda cx5, with automatic transmission (as specified by the Promoter) (including all statutory and on-road costs and third party compulsory insurance) valued at up to \$52,500. The prize does not include comprehensive insurance or any accessories not specified. If you are the winner, to claim the vehicle prize you must attend the dealership nominated by the Promoter to collect it. You must provide all information and sign all documents required to allow the Promoter to register the vehicle in your name before collection. You must be able to register and operate the vehicle in your name in accordance with applicable laws. However if you are unable to register the vehicle in your name then you may transfer it to another person for the purpose of registration.

#### General

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 nor (except where cash is specified) redeemed for cash. Without limiting any other term of these Terms and Conditions, all prizes (and elements of prizes) must be taken as and when specified, or will be forfeited with no replacement. 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 If publication will take place, by entering, you request that your full address not be published.
- 11 Where relevant for instant win promotions, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Every instant win prize claim in excess of the advertised prize pool will be honoured, unless the claim is rejected due to fraud or ineligibility under these Terms and Conditions.
- 12 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.
- 13 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**

- 14 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 15 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 (including allergies, skin conditions or other reactions, as relevant), 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).
- 16 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant). Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 17 This competition is in no way sponsored, endorsed or administered by, or associated with any social media platform, including Facebook, Instagram and Twitter. You provide your information to the Promoter and not to any social media platform. You completely release any relevant social media platforms from any and all liability.

Apple Inc. is not a sponsor of or involved in the creation of the BP Run App.  
Google Inc. is not a sponsor of or involved in the creation of the BP Run App.