

bp pulse

Third Party Marketing Consent Promotion (Win Free Charging for 1 Year) Terms and Conditions

Promoter	BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke Street, Docklands, Victoria 3008.
Promotion Period	12.01am (AEST) on 20/05/2024 to 11.59pm (AEST) on 30/06/2024.
Who can enter?	<p>Only Australian residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) have, either before or during the Promotion Period, downloaded the bp pulse app and have a registered an account in the bp pulse app with a valid email address;</p> <p>(together the “Eligibility Criteria”) are eligible to enter.</p> <p>If you do not meet all of the Eligibility Criteria then your entries will be invalid.</p> <p>Use of the bp pulse app and services (and, consequently, participation in this Promotion) is subject to the terms and conditions and privacy collection notice which apply to the bp pulse app and services available at https://www.bp.com/en_au/australia/home/products-services/bppulse/terms-and-conditions.html#accordion_6.%20Third%20party%20terms and www.bp.com/en_au/australia/home/products-services/bppulse/privacy-collection-notice.html as amended from time to time.</p>
Who can't enter?	<p>1. Directors, officers, management and employees (and their immediate families) of:</p> <p>(a) the Promoter; and</p> <p>(b) the agencies, companies or participating premises associated with this Promotion.</p> <p>2. Australian Government officials.</p> <p>The above persons aren't eligible to take part in this Promotion, even if they otherwise meet the above Eligibility Criteria.</p>
Entry instructions	<p>During the Promotion Period, update your bp pulse email Preference Centre settings to be 'opted in' to receive information from bp about bp pulse third party partner news and offers to receive one (1) entry into the draw in this competition. bp will only send you information about bp pulse partner news and offers with your consent, and you would receive these communications from bp directly.</p> <p>In order to update your email Preference Centre settings, you must already have a registered bp pulse account with a valid email address. To register for a bp pulse account, download the bp pulse app via the App Store or Google Play.</p> <p>In order for the Promoter to receive your entry, the Promoter must process your entry in respect of the email Preference Centre and the bp pulse account registration. There may be a delay between the time you make your entry (i.e. opt-in for bp pulse third party partner communications) and the time the Promoter receives your entry.</p> <p>You must remain 'opted-in' to bp pulse third party partner communications for the entire Promotion Period and up to the time of winner determination. If, after you opt in, you then opt out during the Promotion Period or at time of winner determination, your entry may be deemed invalid.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of registering. You will need access to the internet in order to enter this Promotion.</p>
How many winners will there be and how will they be chosen?	<p>There will be one (1) winner determined in respect of this Promotion.</p> <p>There will be one (1) draw conducted to choose the winner.</p> <p>The draw will be held at 12pm (AEST) on 02/07/2024 at Gadens, Level 13, 447 Collins Street, Melbourne Vic 3000.</p>

	<p>The first valid entry drawn randomly from all of the entries received during the Promotion Period will win the prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case the winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p>
What can I win?	<p>There is one (1) prize available.</p> <p>The prize is a bp pulse discount for 'Free Charging For A Year' for charging an electric vehicle at bp pulse rapid EV charging locations in AU valued at \$1,560.</p> <p>The value of the prize is calculated based on our modelling of EV charging transactions in Australia showing an average charging spend of approximately \$30 per week, multiplied by 52 weeks to create a year of free bp pulse rapid EV charging. The discount will be automatically applied to the winner's bp pulse account once the winner has been validated and will be valid for 365 days (or when the \$1,560 value is exhausted, whichever is reached first).</p> <p>The prize is not redeemable for cash. The Promoter will not provide an alternate prize in the event the prize winner does not own or drive an electric vehicle.</p> <p>The prize can only be redeemed at bp pulse rapid EV charging locations in Australia.</p>
Total prize pool	The total prize pool is \$1,560.
How many times can I enter?	Max 1 entry per person per bp pulse account. Your entry must be in accordance with these Terms and Conditions.
How and when will the winner/s be informed?	<p>Winner will be notified:</p> <ul style="list-style-type: none"> • in writing; and • by phone, <p>within five (5) business days of determination of the draw and will have their name and state/territory of residence published at https://www.bp.com/en_au/australia/home/products-services/promotions.html on 03/07/2024 for a period of 28 days.</p>
Unclaimed prize/s	<p>Prize claim date: 12pm (AEST) on 02/08/2024.</p> <p>Unclaimed prize determination: 12pm (AEST) on 05/08/2024 at same location as original draw.</p> <p>If a 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 unclaimed prize. Any winner will be informed:</p> <ul style="list-style-type: none"> • in writing; and • by phone <p>within five (5) business days of determination and their name and state/territory of residence will published at https://www.bp.com/en_au/australia/home/products-services/promotions.html on 06/08/2024.</p> <p>If the prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published at https://www.bp.com/en_au/australia/home/products-services/promotions.html on 30/08/2024.</p>
Collection and use of your personal information	<p>If you are a winner, the Promoter may ask you to take part in publicity, photography and other promotional activity as the Promoter reasonably 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,</p>

	<p>telephone and commercial electronic messages (including email and SMS) provided that where required by the Spam Act 2003 (Cth), the Promoter includes a functional unsubscribe facility in each direct marketing communication it sends you that you may use to opt-out of any further such communications and provided that the functional unsubscribe facility complies with the Spam Regulations 2021 (Cth). By entering and providing personal information, you consent to the use of your personal information in this manner and you consent to receive email or SMS messages from the Promoter without any functional unsubscribe facility if they relate primarily to the conduct of this competition. 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) 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>(b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.</p>
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- 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.

Entry

- 2 Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter. The Promoter is not liable for any problems with communications networks outside its reasonable control. You are responsible for your own costs associated with entering. If you enter using automatically generated entries or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Prizes

- 3 Prizes and all elements of prizes must be taken as specified, as and when offered and cannot be altered or changed in any way by you or will be forfeited, and if forfeited, the Promoter will not be liable. If you forfeit the prize or any element of the prize for whatever reason, you will not be given cash or any alternative prize as a substitute. Prize/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter.
- 4 The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a prize.

General

- 5 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially, 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 reasonable satisfaction the validity of your entries and/or verifying your identity (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 (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the entry process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the Promotion;
 - (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 Promotion;
 - (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 including failure of any third parties to forward

entry forms for inclusion in the draw, where relevant, for reasons outside the Promoter's reasonable control.

- 8 If any dispute arises between you and the Promoter concerning the conduct of this promotion or claiming a prize, the Promoter will take reasonable steps to consider your point of view, taking into account any facts or evidence you put forward, and to respond to it fairly within a reasonable time. In all other respects, the Promoter's decision in connection with all aspects of this promotion is final.
- 9 Prizes cannot be transferred or exchanged nor 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 If this Promotion 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, government directives, a pandemic, public health orders and the like), the Promoter may end, change, suspend or cancel the Promotion 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 You may have consumer rights under statute including under the *Competition and Consumer Act 2010* (Cth), which may be relevant to any issue or problem you encounter in relation to this competition and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights.
- 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 paragraphs, 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 prizes. Prizes will only be delivered to addresses in Australia, due to circumstances beyond the Promoter's reasonable control.
- 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.