



BP Plus 2019 American Express Card Fee Offer (“Offer”)

Terms and Conditions

1. Information on how to participate in the Offer and the AMEX Fee Waiver form part of these terms and conditions. Participation in this Offer is deemed acceptance of these terms and conditions. This Offer is not valid in conjunction with any other offer, unless stated otherwise.
2. The Offer commences at 12:01am (AEST) on 07/05/19 (“**Offer Date**”) and runs until 11:59pm (AEST) on 30/4/22 (“**Offer Period**”). The Promoter reserves the right to change or end this Offer or the Offer Period without notice at any time and for any reason in its absolute discretion.
3. Participation in the Offer is only open to Eligible Businesses and in respect of Eligible Purchases.
4. **Eligible Businesses** are those BP Plus account holders located in Australia with a valid ACN/ABN, and which are not an Ineligible Business.
5. **Eligible Purchases** are purchases by Eligible Businesses made during the Offer Period using their BP Plus account, up to a maximum total amount of A\$4 million in any 12 month period (“**Cap**”), the first of which commences on the Offer Date. For the avoidance of doubt:
 - a. the Cap is applied to purchases by a group of related entities who each hold a separate BP Plus account so that the AMEX Fee Waiver will cease to apply where the related entities have, in aggregate, made purchases equal to or exceeding the Cap in the relevant 12 month period; and
 - b. purchases made during any period prior to the Eligible Business becoming a BP Plus account holder are not Eligible Purchases.
6. **Ineligible Businesses** are BP Plus account holders (or groups of related entity account holders) which, during the 12 month period immediately preceding the Offer Date, purchased 3 million litres or more of fuel (including all grades of unleaded and diesel fuel).
7. Eligible Businesses will receive a waiver of all American Express card acceptance fees payable to BP in respect of their Eligible Purchases for the duration of the Offer Period (“**AMEX Fee Waiver**”).

8. Only one (1) BP Plus account per Eligible Business is permitted for the purposes of participation in this Offer. Where a group of related entities are each Eligible Businesses with separate BP Plus accounts, the Cap applies in the way described in paragraph 5 above. A BP Plus account holder can have multiple representatives who each receive a BP Plus account fuel card on behalf of the Eligible Business in accordance with the BP Plus terms and conditions.
9. During the Offer Period, an organisation which is not already a BP Plus account holder and wants to be an Eligible Business may, through an authorised representative aged 18 years or over, apply to become a BP Plus business customer as follows:
 - a. fully complete a BP Plus online application form which includes the relevant promotional code specific to this Offer (available online via advertisements for the Offer), or a hard copy application form available from a BP representative who is advertising the Offer ("**BP Plus Application**"); and
 - b. submit the fully-completed BP Plus Application form for approval by the Promoter, such that it is received by the Promoter during the Offer Period.
10. All BP Plus Applications will be subject to approval by the Promoter in accordance with the BP Plus Terms and Conditions. BP Plus Applications must satisfy the full information disclosure requirements, as stated on the BP Plus Application form, in order to be eligible. Processing of BP Plus Applications and credit approval may take up to four (4) weeks from the date of submission in some cases, subject to full information disclosure. In the event that a business is not approved to become a BP Plus account holder by the Promoter, that business will be ineligible to participate in this Offer.
11. The Promoter's decision in relation to any aspects of the Offer (including, without limitation, whether entities are related for the purposes of the Offer) is final and binding on every person who participates or seeks to participate, and no correspondence will be entered into.
12. An Eligible Business must comply with the BP Plus Terms and Conditions and the terms and conditions of this Offer at all relevant times.
13. Any cost associated with accessing the promotional website related to this Offer is the responsibility of the Eligible Business, and is dependent on the Internet service provider used.
14. The Promoter does not accept any responsibility for any tax implications

- that may arise for a participant in relation to the Offer, including Fringe Benefits Tax implications. Independent financial advice should be sought. Where this Offer involves, for GST purposes, supplies being made for non-monetary consideration, Eligible Businesses will 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.
15. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated by any party in the course of or in connection with this Offer if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.
 16. The Promoter reserves the right, at any time and in its sole discretion, to verify the validity of BP Plus Applications/claims, participants or authorised representatives, and to disqualify any Eligible Business whose authorised representative the Promoter has reason to believe has breached any of these Offer Terms and Conditions or the Terms and Conditions applicable to their BP Plus account, or has engaged in any unlawful or other improper misconduct calculated to jeopardise, or which has the effect or likely effect of jeopardising, the fair and proper conduct of the Offer. The Promoter's legal rights to recover damages or other compensation from such an actor are reserved.
 17. The AMEX Fee Waiver will only be awarded where the Eligible Business fulfils all of the requirements of the Promoter's validation and verification tests and procedures. The validation and verification tests and procedures shall be determined by the Promoter, in its sole and absolute discretion.
 18. Without limiting anything else in these Terms and Conditions, if this Offer is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Offer.
 19. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify, the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (Cth) or similar consumer protection laws in the State and Territories of Australia ("**Non-Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all

liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Offer.

20. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence) for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; or (c) any tax liability incurred by an Eligible Business.
21. The Promoter may collect personal information about individuals connected with an Eligible Business for the purposes of administering the Offer. If the personal information requested is not provided, the Eligible Business with which that individual is connected may not be able to participate in the Offer. The Promoter may share personal information provided in connection with this Offer with the Promoter's dealers, related companies, agents, contractors or promotional partners. The Promoter and its Australian-related companies and promotional partners may contact Eligible Customers with special offers and marketing via any medium, including mail, telephone and commercial electronic messages (including email and SMS). By participating and providing personal information, each participant consents to the use of their personal information in this manner. The Promoter may also use participants' personal information to help improve its goods and services, and otherwise in accordance with the BP Plus Terms and Conditions. Where BP holds personal information about a participant that it has collected from different sources, BP may combine this personal information into a single record or collection of linked records. Participants' personal information may be disclosed to overseas locations such as, but not limited to, New Zealand, the USA, the UK, Malaysia, the Philippines and India. The Promoter's Privacy Policy (available at www.bp.com.au) states:
 - (a) how participants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - (b) how participants can complain about a breach of privacy and how the Promoter will deal with such a complaint.
22. The Promoter is BP Australia Pty Ltd (ABN 53 004 085 616), having its principal office at 717 Bourke Street, Docklands VIC 3008.