

BP Plus and Qantas Business Rewards Partnership Program

Terms and Conditions

Promoter	BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke Street, Docklands VIC 3008 (BP).
Program Period	The Program commences on 1 February 2020 (Program Date) and continues until ended by BP (Program Period). BP reserves the right to change the terms of this Program or end this Program by providing no less than 14 days written notice to Eligible Businesses participating in this Program.
Eligible Businesses	<p>Participation in the Program is only open to Eligible Businesses and in respect of Eligible Purchases.</p> <p>Eligible Businesses are those BP Plus account holders who:</p> <ol style="list-style-type: none"> are located in Australia; hold a valid ACN/ABN; are a member of Qantas Business Rewards; and are not an Ineligible Business. <p>Participation in the Program is also subject to the following terms and conditions, as updated from time to time:</p> <ol style="list-style-type: none"> the BP Plus Terms and Conditions, available here; and the Qantas Business Rewards Terms and Conditions, available here.
Ineligible Businesses	<p>Ineligible Businesses are BP Plus account holders (or groups of related entity account holders) who:</p> <ol style="list-style-type: none"> are subject to a strategic pricing arrangement with BP including without limitation, membership in an industry association, group, or other organisation through which the business may be eligible for specific BP Plus pricing arrangements with bp; are a Commonwealth, state, territory, or local government department, organisation, or statutory corporation; are: <ol style="list-style-type: none"> employees or contractors of BP Australia Pty Ltd, Qantas Airways Limited, or a related body corporate (within the meaning of the <i>Corporations Act 2001</i> (Cth)) of the same; and are entitled to use a staff fuel card; are account holders of bp fuel cards supplied by a bp distributor (examples include, but are not limited to; Lowes BP+ Fuel Card or Matthews BP+ Fuel Card); are account holders of bp fuel cards which are not administered directly by BP Australia Pty Ltd ABN 53 004 085 616; or. are determined by BP, in its reasonable discretion, to be ineligible.
Eligible Purchases	Eligible Purchases are purchases of Eligible Products by Eligible Businesses made from the Program Date using their BP Plus account. For the avoidance of doubt, purchases made during any period prior to the Eligible Business becoming a BP Plus account holder are not Eligible Purchases.

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Eligible Products	<p>Qantas Points are only earned on purchases of Eligible Products.</p> <p>Eligible Products include BP Ultimate 98, Unleaded, Premium Unleaded 95, Regular Diesel, Ultimate Diesel, Autogas, E10, Opal, AdBlue from Pump and any eligible in-store purchase at a bp service station.</p>
Ineligible Products	<p>Some products and services are not Eligible Products. You will not earn any Qantas Points when you purchase Ineligible Products.</p> <p>Ineligible Products include the following: EV Charging with Fuel & Charge, hydrogen, smoking/tobacco products and accessories, gift cards/vouchers, pre-paid mobile telephones, mobile recharge, prepaid mobile phone cards, lottery products, tolls, travel cards, public transport tickets or cards, cash outs, delivery charges, internet cafes, Australia Post or other parcel locker services, any “click and collect” or “home delivery” services provided for products supplied from a bp service station and any money transfer services.</p> <p>We may vary Eligible Products and Ineligible Products from time to time. An up-to-date full list of products and services that are not Eligible Products can be found in the BP Plus FAQs available here.</p>
How to be a BP Plus account holder	<p>During the Program 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:</p> <ol style="list-style-type: none"> fully complete a BP Plus online application form (available at www.bpplus.com.au) or a hard copy application form made available from a BP representative who is advertising the Program (BP Plus Application); and submit the fully completed BP Plus Application form for approval by BP.
BP Plus Application	<p>All BP Plus Applications will be subject to approval by BP 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 six (6) 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 business account holder by BP, that business will be ineligible to participate in this Program.</p>
Qantas Points	<p>Eligible Businesses will receive a waiver of the Qantas Business Rewards one-off join fee and will be entitled to earn Qantas Points on Eligible Purchases for the duration of the Program Period (Program Benefits) in accordance with the following earn rates:</p> <ol style="list-style-type: none"> 1 Qantas Point for every litre of bp Ultimate 98; 1 Qantas Point for every 2 litres of Unleaded 91, Unleaded 95, Diesel or Ultimate Diesel; 1 Qantas Point for every \$1 spent on eligible in-store purchases. <p>For the avoidance of doubt, a BP Plus account must be open during the Program Period for any Qantas Points to be earned.</p> <p>Only one (1) BP Plus account per Eligible Business is permitted for the purposes of participation in this Program. For Qantas Points to be loaded successfully, the ABN associated with the BP Plus account must match the ABN used in the Qantas Business</p>

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	<p>Rewards account. 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.</p> <p>Qantas Points will be provided within six (6) weeks of the Eligible Business paying in full and on time any outstanding amounts due on the BP Plus Account for the relevant calendar month.</p>
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1. Information on how to participate in the Program form part of these Program Terms and Conditions. Participation in this Program is deemed acceptance of these Program Terms and Conditions. For the avoidance of doubt, participating in this Program does not restrict an Eligible Business from participating in any other BP Plus program, offer or promotion, except where explicitly stated otherwise.
2. If any dispute arises concerning BP's decision with respect to a BP Plus Application or otherwise, BP will take reasonable steps, in relation to any aspects of the Program (including, without limitation, whether entities are related for the purposes of the Program, or eligibility), to consider the business's point of view, taking into account any facts or evidence it puts forward, and to respond fairly and within a reasonable time.
3. An Eligible Business must comply with the BP Plus Terms and Conditions, the Qantas Business Rewards Terms and Conditions, and the Program Terms and Conditions of this Program at all relevant times.
4. Any cost associated with accessing the promotional website related to this Program is the responsibility of the Eligible Business and is dependent on the Internet service provider used.
5. BP does not accept any responsibility for any tax implications that may arise for a participant in relation to the Program, including Fringe Benefits Tax implications. Independent financial advice should be sought. Where this Program 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.
6. BP will not be responsible for any incorrect, inaccurate or incomplete information communicated by any party in the course of or in connection with this Program if the deficiency is occasioned by any cause outside the reasonable control of BP, including without limitation technical malfunctions or failures.
7. BP reserves the right, at any time and in its reasonable discretion, to verify the validity of BP Plus Applications/claims, participants or authorised representatives, and to disqualify any Eligible Business whose authorised representative BP has reason to believe has breached any of these Program 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 Program. BP's legal rights to recover damages or other compensation from such an actor are reserved.
8. Qantas Points under this Program will only be earned where the Eligible Business fulfils all of the requirements of both BP and Qantas' validation and verification tests and procedures. The validation and verification tests and procedures shall be determined by BP, or where applicable, Qantas, in their reasonable discretion.
9. Without limiting anything else in these Program Terms and Conditions, if this Program is not capable

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of running as planned by reason of any event beyond the reasonable control of BP such as war, terrorism, state of emergency or disaster (including natural disaster), government directives, pandemic, public health orders and the like, infection by computer virus, bugs, tampering, fraud, software, hardware or communication issues, unauthorised intervention or technical failures, BP reserves the right, in its reasonable discretion, to cancel, terminate, modify or suspend the Program.

10. 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 Program and cannot be excluded or restricted. Nothing in these Program Terms and Conditions excludes or restricts those rights. See www.accc.gov.au for more information about those rights. You may also have 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, BP (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 Program.
11. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, BP (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 BP's control);
 - b. any theft, unauthorised access or third-party interference; or
 - c. any tax liability incurred by an Eligible Business.
12. BP may collect personal information about individuals connected with an Eligible Business for the purposes of administering the Program. 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 Program. BP may share personal information provided in connection with this Program with BP's dealers, related companies, agents, contractors or promotional partners. BP and its Australian-related companies and promotional partners may contact Eligible Customers with special Programs 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. BP 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. BP's Privacy Policy (available at www.bp.com.au) states:
 - a. how participants can seek access to the personal information BP holds about them and seek the correction of such information; and
 - b. how participants can complain about a breach of privacy and how BP will deal with such a complaint.
13. BP Australia Pty Ltd (ABN 53 004 085 616) has its principal office at 717 Bourke Street, Docklands VIC 3008.
14. Updated December 2024.