

BP Plus Gift Card Giveaway

Terms and Conditions

Promoter	BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke Street, Docklands VIC 3008.
Competition Period	12.01am (AEDT) on 07/10/2024 to 11.59pm (AEDT) on 01/12/2024.
Who can enter?	<p>Only Australian residents who:</p> <ul style="list-style-type: none"> (a) are aged 18 or over; and (b) are a member of BP Plus (and who hold a valid BP Plus Card) prior to making a Qualifying Purchase; and (c) are directly invited by the Promoter to participate in the promotion via campaign email sent from the Promoter. <p>Membership of BP Plus (and, consequently, participation in the promotion) is subject to the terms and conditions which apply to the BP Plus membership program available at https://www.bp.com/content/dam/bp/country-sites/en_au/australia/home/products-services/bp-plus/bp-plus-terms-and-conditions-print-application.pdf, as amended from time to time.</p>
Who can't enter?	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> (a) the Promoter; (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 (c) the agencies, companies or participating premises associated with this competition. <p>BP customers with fleet managed accounts are also not eligible to enter this promotion.</p>
Where will the promotion run?	The promotion will run in participating BP Service Stations (excluding online) in Australia (Service Stations).
Qualifying Purchase	Purchase 30L or more on any BP branded fuel (excluding Autogas, AdBlue and pre-packaged fuel products), in one transaction.
Entry instructions	<p>To enter, you must, during the Competition Period and after receiving a campaign email from the Promoter inviting you to enter:</p> <ul style="list-style-type: none"> (a) activate the offer by clicking the 'activate offer' button in the Promoter's email; (b) make a Qualifying Purchase; and (c) purchase on your BP Plus account using your BP Plus Card. <p>to receive one automatic entry into the draw relevant to the Draw Period in which you made your entry (as below).</p> <p>For clarity, you will only receive one entry per Qualifying Purchase payment made with your BP Plus Card.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purposes of submitting an entry.</p>
How many winners will there be and how will they be chosen?	<p>There will be 168 winners determined in respect of this competition – 3 winners per day during the Competition Period.</p> <p>There will be 2 draws conducted to determine each winner – being 1 draw per 28-day period (Draw Period) during the Competition Period to determine each of the winners for each day during the Draw Period (i.e. the draw will randomly determine 3 winners for each day during that Draw Period, being a total of 84 winners per draw and Draw Period.)</p> <p>Each draw will take place at Ideavour Pty Ltd T/A X Collective 51A 23 Norton Street LEICHARDT NSW 2040 at 12pm AEDT as follows:</p>

	Draw	Draw Period	Draw Date	No. of winners
	1	Each day from 12.01am (AEDT) on 07/10/2024 to 11.59pm (AEDT) on 03/11/2024 (inclusive)	07/11/2024	84 (3 winners per day)
	2	Each day from 12.00am (AEDT) on 04/11/2024 to 11.59pm (AEDT) on 01/12/2024 (inclusive)	06/12/2024	84 (3 winners per day)
	<p>The first 84 valid entries drawn randomly in each draw from the entries received during the relevant Draw Period (i.e. 3 winning entries for each day during the relevant Draw Period) (excluding previous winning entries) will each win a prize.</p> <p>The Promoter may draw additional reserve entries in a draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed (Reserve Entrants).</p> <p>Entries received during the Draw Period in respect of Draw 1 will not roll over to Draw 2.</p> <p>If, on any day during the relevant Competition Period, no entries or not enough entries have been received, the relevant prize/s for that day will instead be included in the unclaimed/un-won prize draw (see “Unclaimed/un-won prize section below”).</p>			
What can I win?	<p>There are 168 prizes available – 3 prizes per day during each Draw Period.</p> <p>Each prize is a \$500 BP eGift Card.</p> <p>Any ancillary costs associated with redeeming the eGift card are not included. Redemption of the eGift card is subject to the terms and conditions associated with the eGift card located at www.bp.com/content/dam/bp/country-sites/en_au/australia/home/products-services/cards/gift-cards-terms-conditions.pdf.</p> <p>There is a limit of one prize per person.</p>			
Total prize pool	<p>The prize pool for Draw Period 1 is \$42,000.</p> <p>The prize pool for Draw Period 2 is \$42,000.</p> <p>The overall total prize pool is \$84,000.</p>			
How many times can I enter?	<p>You can only enter once.</p>			
How and when will the winner/s be informed?	<p>Winners will be notified in writing by email within 5 business days of determination and will have their first name, last initial and postcode published on www.bp.com.au on 13/11/2024 for Draw Period 1 and 12/12/2024 for Draw Period 2, each for a period of 28 days.</p> <p>It is up to each customer to ensure that their relevant details on their BP Fuelcard account are correct. Details can be updated via https://www.wex.bpplus.com.au/IFCSWeb-bp/faces/secure/home/homepage.xhtml</p>			
Unclaimed and un-won prize/s	<p>Prize claim date: By 5pm (AEDT) 13/01/2025.</p> <p>Unclaimed and un-won prize determination: 12pm (AEDT) on 14/01/2025 at the same location as the original draw.</p> <p>If a prize is un-won during the Competition Period or 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 either re-award the relevant prize/s to Reserve Entrant/s and/or carry out an unclaimed and un-won prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who have not already won an unclaimed or un-won prize. Any winners will be informed in writing by email within 5 business days of determination and will also have their first name, last initial and postcode published on 17/01/2025 for a period of 28 days.</p> <p>If any prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on www.bp.com.au on 14/02/2025.</p>			
Collection and use of your	<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</p>			

<p>personal information</p>	<p>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) provided that where required by the <i>Spam Act 2003</i> (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 <i>Spam Regulations 2021</i> (Cth).</p> <p>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>
<p>Permit numbers</p>	<p>Authorised under:</p> <p>ACT Permit No. TP24/02306</p> <p>SA Licence No. T24/1753</p> <p>NSW Authority No. TP/00765</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.

Entry

- 2 Your entry must be received during the Competition Period and will be deemed to be received only when received by the Promoter. 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 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, including validity periods.
- 4 You are responsible for all other unspecified costs related to the prize, including costs associated with ongoing use of the prize, etc.
- 5 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

- 6 Any material failure by you to comply with the conditions imposed by the prize supplier(s) may result in the prize being cancelled or withdrawn without liability for the Promoter or the prize supplier(s).
- 7 You must, if required by the Promoter, sign disclaimer and release forms provided by the Promoter in favour of the Promoter and other parties before taking the prize. If you do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.

- 8 If you or your entry are deemed by the Promoter to breach these Terms and Conditions materially including if the prize is on set dates and you are unable to take the prize on the relevant date/s, 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.
- 9 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 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.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted for reasons outside the Promoter's reasonable control.
- 11 If any dispute arises between you and the Promoter concerning the conduct of this competition 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 competition is final.
- 12 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.
- 13 By entering, you request that your full address not be published.
- 14 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, government directives, a pandemic, public health orders and the like), 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.
- 15 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

- 16 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.
- 17 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).
- 18 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 prize/s, or for any damage that occurs to displayed prize/s (where relevant), due to circumstances beyond the Promoter's reasonable control. Unless otherwise specified, prize/s will only be delivered to addresses in Australia.
- 19 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.