

## BP Rewards Q4 Promotion

### Terms and Conditions

<b>Promoter</b>	BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke Street, Docklands VIC 3008.
<b>Competition Period</b>	12.01am (AEDT) on 21/10/2021 to 11.59pm (AEDT) on 17/11/2021.
<b>Who can enter?</b>	Only Australian residents who are aged 18 or over.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this competition.
<b>Where will the competition run?</b>	The competition will run in participating stores (excluding online) which are displaying promotional material and accept BP Rewards membership cards ( <b>Stores</b> ) in Australia.
<b>Qualifying Purchase</b>	Any fuel or shop purchase from a bp Store (excluding any tobacco or lottery product).
<b>Websites</b>	<a href="http://bprewards.com.au/">bprewards.com.au/</a> ( <b>BP Rewards</b> ) <a href="http://www.qantas.com/bp">www.qantas.com/bp</a> ( <b>Qantas Frequent Flyer</b> )
<b>Entry instructions</b>	You must, during the Competition Period: (a) become a member of the BP Rewards membership program (if not already a member) either: (i) by visiting the BP Rewards Website or by downloading the BPme app; or (ii) by visiting the Qantas Frequent Flyer Website, then (iii) registering and setting a password to enter the major prize draw; OR (b) If you are already a registered BP Rewards member, make an eligible purchase from a participating Store and at the same time as making your purchase, scan your registered BP Rewards card or BP Rewards-linked Qantas Frequent Flyer Card to get one entry into the major prize draw and to enter for your chance to win an instant prize (awarded as bonus Qantas Points if you have chosen to earn Qantas Points and linked your Qantas Frequent Flyer account with your BP Rewards account, or awarded as bonus BP Points if you have chosen to earn BP Points).  Membership of the BP Rewards program (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the BP Rewards program available at <a href="http://www.bprewards.com.au/terms-and-conditions">www.bprewards.com.au/terms-and-conditions</a> , as amended from time to time.  Membership of the Qantas Frequent Flyer program (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the Qantas Frequent Flyer program available at <a href="http://www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html">www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html</a> , as amended from time to time.
<b>How are instant win prizes awarded?</b>	There are up to 80,000 instant win prizes to be awarded based on pre-determined times during the Competition Period selected by a computerised random system at Pilgrim Communications, Suite 51A / 23 Norton Street, Leichhardt NSW 2040 ( <b>Pilgrim Communications</b> ).
<b>How many major winners will there be and how will they be chosen?</b>	There will be 10 major winners determined in respect of this competition.  The major draw will be held at 12pm (AEDT) on 01/12/2021 at Pilgrim Communications.  The 10 valid entries drawn randomly from the entries received during the Competition Period (including instant prize winners) will win a major prize.

	The Promoter may draw additional reserve entries in the draw and record them in order, in case a winning entry/entrant is deemed invalid or a prize is unclaimed ( <b>Reserve Entrants</b> ).																
<b>What can I win?</b>	<p>There are up to 80,010 prizes available – 80,000 instant win prizes and 10 major prizes.</p> <p><b>Instant prizes</b></p> <table border="1" data-bbox="432 331 1388 723"> <thead> <tr> <th><b>Prize</b></th> <th><b>Prize value (ea)</b></th> <th><b>Number of prizes available</b></th> <th><b>Total prize value</b></th> </tr> </thead> <tbody> <tr> <td>500 bonus Qantas Points</td> <td>\$21 (notional value)</td> <td>40,000</td> <td>Up to \$840,000</td> </tr> <tr> <td>\$5 off your next transaction at a Store (awarded as 500 bonus BP Points)</td> <td>\$5</td> <td>40,000</td> <td>Up to \$200,000</td> </tr> <tr> <td colspan="2"><b>Totals:</b></td> <td>80,000</td> <td>Up to \$1,040,000 (notionally)</td> </tr> </tbody> </table> <p>There is a maximum limit of one instant prize per person per day (except for SA residents).</p> <p>If you have selected to earn BP Points with your BP Rewards membership, you will only be eligible to win the bonus BP Points.</p> <p>If you have selected to earn Qantas Points with your BP Rewards membership and you have linked your Qantas Frequent Flyer account with your BP Rewards account, you will only be eligible to win the bonus Qantas Points.</p> <p>Bonus BP Points will be credited to the winner's BP Rewards membership within three business days from the date of winning transactions. Bonus BP Points are not transferable or exchangeable.</p> <p>Bonus Qantas Points are subject to terms detailed at <a href="http://www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html?int_cam=au%3Afrequent-flyer%3Aheading-and-links%3Ahandy-links%3Aen%3Ann">www.qantas.com/au/en/frequent-flyer/discover-and-join/terms-and-conditions.html?int_cam=au%3Afrequent-flyer%3Aheading-and-links%3Ahandy-links%3Aen%3Ann</a></p> <p>Bonus Qantas Points will be credited to the winner's Qantas Frequent Flyer account within three business days from the date of winning transaction. Qantas Points are not transferable or exchangeable and cannot be redeemed for cash. The Promoter and Qantas accept no responsibility for any variation in points value</p> <p>The maximum notional value of each 500 Qantas Points prize is provided for information purposes only and will vary depending on whether and how it is redeemed by a Prize Winner through the Qantas Frequent Flyer program. The Promoter accepts no responsibility for any variation in the maximum notional value of each Prize. The Prize value is in Australian Dollars. For example, 18,000 Qantas Points could be redeemed for a one way Economy Classic Flight Reward from Sydney to Perth plus AU\$36 in applicable taxes, fees and carrier charges, accurate as at 3 August 2021. The dollar fare for an equivalent commercial flight totals AU\$782 including taxes fees and carrier charges. The Promoter accepts no responsibility for change in prize value between now and the ultimate date on which the prize is taken.</p> <ol style="list-style-type: none"> <li>1) The estimate of the maximum notional value of each prize is provided for information purposes only. The maximum notional value of each prize will vary depending on whether and how it is redeemed by a winner through the Qantas Frequent Flyer program.</li> <li>2) Each Prize is awarded and must be redeemed, in accordance with and subject to the Terms and Conditions of the Qantas Frequent Flyer program (Qantas.com/terms), the Qantas Store Terms of Use (Qantas.com/store), voucher terms and conditions (including expiry rules) if relevant, and any other terms and conditions disclosed at the time of redemption.</li> <li>3) The redemption of each Prize is subject to the availability of Rewards that may be obtained through the Qantas Frequent Flyer program.</li> </ol>	<b>Prize</b>	<b>Prize value (ea)</b>	<b>Number of prizes available</b>	<b>Total prize value</b>	500 bonus Qantas Points	\$21 (notional value)	40,000	Up to \$840,000	\$5 off your next transaction at a Store (awarded as 500 bonus BP Points)	\$5	40,000	Up to \$200,000	<b>Totals:</b>		80,000	Up to \$1,040,000 (notionally)
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	<p>4) In the event that a Prize is redeemed for Reward travel, the winners should be aware that the number of Reward flight seats available is limited and availability depends on the flight, date, season and destination and some flights may not have any Reward seats available. The winners will be responsible for all applicable taxes, fees and carrier charges of Reward travel or accommodation booked by redeeming their prize. Taxes, fees and carrier charges vary depending on departure points, routes, exchange rates and dates of travel, are subject to change without notice and are quoted at the time of booking. Reward flights must be booked at least 24 hours before scheduled departure (and other advance booking requirements may apply). Reward travel is subject to the fare rules and the Conditions of Carriage of the relevant carrier. Compliance with immigration, health or other government requirements is the responsibility of the winner.</p> <p>5) If the prize (or part of the prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.</p> <p><b>Major prizes</b></p> <p>Each major prize will consist of:</p> <ul style="list-style-type: none"> <li>• 1 x \$1,000 Qantas flight voucher; and</li> <li>• 1 x \$1,000 bp Gift Card.</li> </ul> <p>bp Gift Cards are subject to the terms and conditions imposed by BP Australia Pty Ltd, including period of validity. Refer to <a href="http://www.bp.com.au">www.bp.com.au</a> for bp Gift Card terms and conditions.</p> <p>Qantas Flight Vouchers are subject to terms and conditions which can be found at <a href="http://www.qantas.com/au/en/book-a-trip/gift-vouchers/voucher-conditions.html">www.qantas.com/au/en/book-a-trip/gift-vouchers/voucher-conditions.html</a></p> <p>Unless otherwise stated, the prize does not include travel insurance, passports, visas, meals, taxes not included in the price of the ticket, ground transportation, flights, accommodation or any other costs of a personal nature. Compliance with any health or other government requirements is the responsibility of <i>each</i> prize-winner. The Promoter makes no representation as to the safety, conditions or other issues that may exist at any destination. Prize travel is subject to Qantas' General Conditions of Carriage.</p>
<b>Total prize pool</b>	<p>The instant win notional prize pool value is up to \$1,040,000.</p> <p>The major prize pool is \$20,000.</p> <p>The total notional prize pool value is up to \$1,060,000.</p>
<b>How many times can I enter?</b>	<p>You can enter multiple times. Each entry must be submitted separately in accordance with these Terms and Conditions.</p>
<b>How and when will the winner/s be informed?</b>	<p>You will get written notification via email within 3 business days informing you if you have won an instant prize.</p> <p>The major winner will be notified in writing by email within two days of determination and will have their name and state/territory of residence published on <a href="http://on.bp.com/scantowin">on.bp.com/scantowin</a> on 03/12/2021 for a period of 28 days.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 12pm (AEDT) on 01/03/2022.</p> <p>Any un-won or unclaimed instant prizes remaining at the end of the Competition Period will be forfeited by the Promoter.</p> <p><b>Unclaimed major prize determination:</b> 12pm (AEDT) on 08/03/2022 the same location as the 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 carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s. Any such winner/s will be informed in writing by email within two days of determination.</p> <p>Any major winner will also have their name and state/territory of residence published on <a href="http://on.bp.com/scantowin">on.bp.com/scantowin</a> on 10/03/2022 for a period of 28 days.</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 <a href="https://on.bp.com/scantowin">on.bp.com/scantowin</a> on 06/04/2022.
<b>Collection and use of your personal information</b>	<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/they 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).</p> <p>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 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="https://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>(b) 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. TP21/01402.1</p> <p>SA Licence No. T21/1277</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 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 phone numbers/email addresses/addresses/aliases, you may be disqualified.

#### Prizes

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

#### General

- 4 Any 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).
- 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 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.
- 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 By entering, you request that your full address not be published.
- 11 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, government directives, 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.
- 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.