

## Jayco Caravan 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 (AEST) on 26/08/2021 to 11.59pm (AEST) on 22/09/2021.
<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 BP services stations which are displaying promotional material ( <b>Stores</b> ) in Australia. The Stores include Couchfood BP's online store via Uber Eats, Menulog and Deliveroo.
<b>Website</b>	<a href="http://winajayco.com.au">winajayco.com.au</a>
<b>Qualifying Purchase</b>	Any of the following products: <ul style="list-style-type: none"> <li>• Dare Caramel Latte 500ml;</li> <li>• Dare Double Espresso No Added Sugar 500ml;</li> <li>• Dare Double Espresso 500ml;</li> <li>• Dare Espresso Coffee 500ml;</li> <li>• Dare Espresso Iced Coffee 500ml;</li> <li>• Dare Iced Coffee Mocha 500ml;</li> <li>• Dare Peanut Butter Latte 500ml;</li> <li>• Dare Triple Espresso 500ml;</li> <li>• Dare Vanilla Latte 500ml;</li> <li>• V Blue 330ml;</li> <li>• V Green 330ml;</li> <li>• V Sugar Free 330ml;</li> <li>• Gatorade Active Berry 600ml;</li> <li>• Gatorade Active Grape 600ml;</li> <li>• Gatorade Active Mango 600ml;</li> <li>• Gatorade Arctic Blitz 600ml;</li> <li>• Gatorade Berry No Sugar 600ml;</li> <li>• Gatorade Blue Bolt 600ml;</li> <li>• Gatorade Fierce Grape 600ml;</li> <li>• Gatorade Glacier Freeze No Sugar 600ml;</li> <li>• Gatorade Lemon Lime 600ml;</li> <li>• Gatorade Mango Slam 600ml;</li> <li>• Gatorade Orange Ice 600ml;</li> <li>• Gatorade Orange No Sugar 600ml;</li> <li>• Gatorade Strawberry 600ml;</li> <li>• Gatorade Tiger Lime 600ml;</li> </ul>

	<ul style="list-style-type: none"> <li>• Gatorade Watermelon Chill 600ml;</li> <li>• Schweppes Lemonade Zero Sugar 600ml;</li> <li>• Schweppes Mountain Dew Energised 600ml;</li> <li>• Schweppes Mountain Dew No Sugar 600ml;</li> <li>• Schweppes Pepsi Max Mango 600ml;</li> <li>• Schweppes Pepsi Max Vanilla 600ml;</li> <li>• Schweppes Pepsi Max 600ml;</li> <li>• Schweppes Pepsi 600ml;</li> <li>• Schweppes Lemonade 600ml;</li> <li>• Schweppes Traditional Brown Creamy Soda 600ml;</li> <li>• Schweppes Traditional Raspberry 600ml;</li> <li>• Schweppes Traditional Red Creamy Soda 600ml;</li> <li>• Schweppes Solo Lemon 600ml;</li> <li>• Schweppes Solo Zero Sugar 600ml;</li> <li>• Schweppes Sunkist No Sugar 600ml;</li> <li>• Schweppes Sunkist 600ml;</li> <li>• Wild Bean Coffee Small 237ml;</li> <li>• Four'N Twenty Sausage Roll Cheese &amp; Bacon King Size 180g;</li> <li>• Four'N Twenty Sausage Roll Halal 180g;</li> <li>• Four'N Twenty Sausage Roll King Size 180g;</li> <li>• Smith's, Doritos, Cereal 80-90g varieties;</li> <li>• Cadbury Medium Bag 110-150g varieties;</li> <li>• Cadbury Block 150g varieties;</li> <li>• Cadbury Caramilk 90ml;</li> <li>• Cadbury Cherry Ripe 90ml;</li> <li>• Cadbury Crunchie 75ml;</li> <li>• Cadbury Dairy Milk Vanilla 90ml; or</li> <li>• Oreo Ice Cream Sandwich 110ml.</li> </ul>
<b>Entry instructions</b>	<p>To enter, you must, during the Competition Period:</p> <p>(a) make a Qualifying Purchase from a Store and collect your itemised purchase receipt;</p> <p>(b) visit the Website and fill out and submit the online entry form, including by providing your Qualifying Purchase receipt number and all other requested information.</p> <p>The Promoter is not responsible if your mobile device/desktop is not sufficiently capable for the purpose of submitting an entry.</p>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 1 winner determined in respect of this competition.</p> <p>The draw will be held at 12pm (AEST) on 06/10/2021 at Pilgrim Communications, Suite 51A / 23 Norton Street, Leichhardt NSW 2040.</p> <p>The first valid entry drawn randomly from the entries received during the Competition Period will win the prize.</p> <p>The Promoter may draw additional reserve entries and record them in order, in case the winning entry/entrant is deemed invalid or the prize is unclaimed (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There is 1 prize available.</p> <p>The prize is a Journey Outback Caravan, valued at \$67,290.</p>

	<p>The prize includes registration but does not include comprehensive insurance or any accessories not specified. You must organise your own insurance and provide all information and sign all documents required to allow the Promoter to register the caravan in your name before collection. You must be able to register and operate the caravan in your name in accordance with applicable laws.</p> <p>If you win, you must collect the prize with a legally compliant and fit for purpose tow vehicle with electric brakes from the Jayco dealership as nominated by the Promoter or arrange delivery at your own cost.</p>
<b>Total prize pool</b>	The total prize pool is \$67,290.
<b>How many times can I enter?</b>	You can enter once per day, provided you only enter once per Qualifying Purchase and once per receipt. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	The winner will be notified in writing within two days of determination and will have their name and state/territory of residence published on the Website on 08/10/2021 for a period of 28 days.
<b>Proof of purchase</b>	<p>You must keep the following as proof of purchase for all entries:</p> <ul style="list-style-type: none"> <li>original itemised purchase receipt(s).</li> </ul> <p>If you don't produce the above proof of purchase for all entries when asked the Promoter may disqualify all of your entries and you will lose any right to a prize.</p> <p>Your purchase receipt must clearly identify where the Qualifying Purchase was made, the product/s purchased (which must be/comprise a Qualifying Purchase) and the date of purchase (which must be during the Competition Period before you submitted your entry).</p> <p>If, in the Promoter's opinion, you have shared any proof of purchase with another person, your entries will be invalid and you will lose any right to a prize.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> 12pm (AEDT) on 06/01/2022.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEDT) on 13/01/2022 at the same location as the original draw.</p> <p>If the 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 the winner (or the winner does not contact the Promoter) by the prize claim date above, the relevant entry will be discarded and the Promoter will re-award the prize to a Reserve Entrant or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize. Any winner will be informed in writing within two days of determination and will also have their name and state/territory of residence published on the Website on 17/01/2022 for a period of 28 days.</p> <p>If the prize remains un-won at the end of this competition, or if a prize winner cannot be found, that information will be published on the Website on 31/01/2022.</p>
<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 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). 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="http://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>

	(b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.
<b>Permit numbers</b>	Authorised under: ACT Permit No. TP 21/01253 SA Licence No. T21/1123 NSW Authority No. TP/00765

- 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). You will receive a return on-screen message confirming your entry. 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.

### Prize

- 3 The prize and all elements of the prize must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. The prize is subject to any additional terms and conditions imposed by the relevant supplier or the Promoter. If you win, it is your responsibility to confirm any conditions with the relevant supplier.
- 4 You are responsible for all other unspecified costs related to the prize, including insurance (including excesses), additional taxes, 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 the prize.

### General

- 6 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).
- 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 the prize.
- 8 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.
- 9 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.
- 10 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 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 The prize cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, the prize (and elements of the prize) must be taken as and when specified, or will be forfeited with no replacement. The prize value is correct as at the date of preparing these Terms and Conditions and includes any applicable GST. The Promoter is not responsible for any change in prize value. You agree that if the prize (or element of the 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, 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 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 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 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, including for delays relating to COVID-19 (for example, but not limited to, manufacturing/shipping delays, state/country border closures), 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.
- 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.