

BP Perth Ticket Give Away Promotion Terms and Conditions

Promoter	BP Australia Pty Ltd (ABN 53 004 085 616)
Offer Period	12.01am (AEDT) on 27/04/2023 to 11.59pm (AEST) on 28/04/2023, or until daily gift stock allocations are exhausted, whichever comes first. (Maximum 5 gifts each day).
Who can claim?	Only WA residents who are aged 18 or over.
Who can't claim?	Directors, officers, management and employees (and their immediate families) of: (a) the Promoter; and (b) the agencies, companies or participating premises associated with this offer.
Where will the offer run?	The offer will run at BP Petrol Station at BP Embleton
Qualifying Purchase	Spend \$40 or more on BP Ultimate fuel (either 98 or Diesel) in one transaction.
Claim instructions	To claim, you must, during the Offer Period: (a) see the Promoters ad on Facebook or Instagram mentioning this offer; (b) then visit BP Petrol Station at BP Embleton and spend \$40 or more in one transaction on BP Ultimate fuel either 98 or diesel; and (c) have either your BP Rewards card or BP Rewards linked Qantas Frequent Flyer card scanned at the point of purchase (or sign up to BP Rewards on the day) to then receive at point of purchase, a gift, while stocks last. Max 1 gift per person for entire Offer Period. Max 5 gifts available per day.
Gift	There are in total 10 gifts available; 5 gifts per day for the Offer Period. Gifts are while stocks last, and awarded on a first-in basis, as follows: Each gift is a weekend (28 th , 29 th & 30 th April) double pass to the Perth Super Sprint Supercars event valued at \$264. The prizes is tickets only, travel is not included. You and your companion must make your own way to and from the Perth Supercars event at your own expense. <i>The prize is subject to a pandemic, any government restrictions/directives, border closures, health advice and the like.</i> There is a maximum of 1 gift per person.
How many times can I claim?	There is a limit of 1 claim per person for the entire Offer Period.
How and when will the successful claimant/s be informed?	Successful claimants will receive a hard copy of their tickets at point of purchase.

<p>Collection and use of your personal information</p>	<p>If you are a successful claimant, you must take part in all publicity, photography and other promotional activity as the Promoter requires, without any compensation. You consent to the Promoter using your name/s and image/s in any promotional or advertising activity.</p> <p>(a)</p> <p>The Promoter collects personal information about you in order to conduct and manage the offer. 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 Spam Act 2003 (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 Spam Regulations 2021 (Cth). By participating 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 offer. 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/your companion/s can seek access to the personal information the Promoter holds and seek the correction of such information; and</p> <p>(b) how you/your companion/s can complain about a breach of privacy and how the Promoter will deal with such a complaint.</p>
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1. These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information about gifts and how to claim forms part of these Terms and Conditions. By claiming, you accept these Terms and Conditions.

Claim

2. Your claim must be received during the Offer Period and will be deemed to be received only when received by the Promoter. If you return a Qualifying Purchase your claim may be deemed invalid at the Promoter's discretion (unless the product is defective). If online claim is available, you will receive a return message confirming your claim. The Promoter is not liable for any problems with communications networks. You are responsible for your own costs associated with claiming. If you claim using automatically generated claims or multiple phone numbers/email addresses/addresses/aliases, you may be disqualified.

Gifts

3. Gift/s must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Gift/s are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including conditions of entry into any event venue (including behaviour requirements, COVID safety requirements and applicable dress codes), conditions of ticket validity and any restrictions on ticket on-sale or transfer.
4. Event tickets can only be used once and will be deemed invalid if copied. The Promoter does not control entry to the relevant event location. Successful claimants must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
5. Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as a gift are abandoned, called off or postponed for any reason. In that case you/your companion forfeit your entitlement to that event/activity. Unless otherwise specified by the Promoter, you will not be given cash or any alternative gift as a substitute.

6. The Promoter is not responsible for any dispute between you and any person with whom you choose to, or choose not to, share a gift.

General

7. Any failure by you to comply with the conditions imposed by the gift supplier(s) may result in the gift being cancelled or withdrawn without liability for the Promoter or the gift supplier(s).
8. You and (if applicable) your companion accept that some aspects of the gift may be inherently risky and that the gift may involve dangerous activities.
9. If you or your claim are deemed by the Promoter to breach these Terms and Conditions, your claim (or at the Promoter's discretion, all of your claims) 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 claims 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.
10. You must not:
 - (a) tamper with the claim process (including but not limited to manipulating the system via bots, script use, or any other means to circumvent the claim process);
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
 - (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 offer;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inappropriate.
11. You are responsible for your companion while taking the gift, and the Promoter may disqualify all claims from, and prohibit further participation in this offer by you or your companion if you/they breach these conditions, whether or not legally bound by them.
12. If you (or your companion, if applicable), in the opinion of the Promoter (and/or a medical professional, as relevant to the circumstances), are intoxicated, under the influence of alcohol or any other drug, behave aggressively or offensively, or behave in a manner which may diminish the good name or reputation of the Promoter or any of its related entities or the agencies or companies associated with this competition, is contrary to law or is otherwise inappropriate, the Promoter may cancel the gift or restrict you (and your companion/s) from participating in any elements of the gift, at its discretion.
13. The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
14. If any dispute arises between you and the Promoter concerning the conduct of this offer or claiming a gift, 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 offer is final.
15. Gifts cannot be transferred or exchanged nor redeemed for cash. Without limiting any other term of these Terms and Conditions, all gifts must be taken as and when specified, or will be forfeited with no replacement. The gift 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 gift value. You agree that if a gift is unavailable for any reason the Promoter may provide another item of equal or higher value.
16. If this offer 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 offer or disqualify affected claims/claimants.
17. The Promoter is not responsible for any tax implications arising from you winning a gift. You should seek independent financial advice. If for GST purposes this offer 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

18. Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).

19. Subject to the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable (including in negligence) for any loss (including indirect, special or consequential loss or loss of profits), expense, damage, personal injury, illness or death suffered in connection with this offer or any gift, except for any liability which under statute cannot be excluded (in which case that liability is limited to the greatest extent allowed by law).
20. Without limiting the previous paragraph, the Promoter and the agencies and companies associated with this offer are not liable for any loss of, damage to or delay in delivery of gift/s, or for any damage that occurs to displayed gift/s (where relevant). Unless otherwise specified, gift/s will only be delivered to addresses in Australia.
21. This offer 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.