

21 Days of Giving Promotion Terms and Conditions

| Promoter | <p>Australia: BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke Street, Docklands VIC 3008.</p> <p>New Zealand: BP Oil New Zealand Limited (NZBN 9429040962658), Watercare House, 73 Remuera Road, Newmarket Auckland, AKL 1050 New Zealand.</p> | | | | | | | | | | | | |
|--|---|-------------|------------------|-----------|----------------|---|--|------------|----|---|---|------------|----|
| Competition Period | <p>Australia: 12.01am (AEDT) on 27/11/2023 to 11.59pm (AEDT) on 17/12/2023.</p> <p>New Zealand: 12.01am (NZDT) on 27/11/2023 to 11.59pm (NZDT) on 17/12/2023.</p> | | | | | | | | | | | | |
| Who can enter? | <p>Only Australian and New Zealand residents who:</p> <p>(a) are aged 18 or over; and</p> <p>(b) are current BP Plus and BP Fuelcard customers who are directly invited by the Promoter to enter via a campaign email sent from the Promoter.</p> <p>BP Plus / BP Fuelcard membership (and, consequently, participation in this competition) is subject to the terms and conditions which apply to the BP Plus / BP Fuelcard membership, which are available at Australia: https://www.bp.com/en_au/australia/home/products-services/bp-plus/terms-conditions.html New Zealand: https://www.bp.com/en_nz/new-zealand/home/products-and-services/bp-for-business/bp-fuelcard.html</p> | | | | | | | | | | | | |
| Who can't enter? | <p>Directors, officers, management, employees and contractors (and their immediate families) of:</p> <p>(a) the Promoter;</p> <p>(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</p> <p>(c) the agencies, companies or participating premises associated with this competition.</p> <p>Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.</p> | | | | | | | | | | | | |
| Entry instructions | <p>To automatically receive one entry you must, during the Competition Period, make any value purchase on your BP Plus or BP Fuelcard account to enter the draw for the Competition Week (see the "How many winners will there be and how will they be chosen?" section below for details of the AU and NZ Competition Weeks) corresponding to your date of entry. No minimum spend required.</p> | | | | | | | | | | | | |
| How many winners will there be and how will they be chosen? | <p>There will be 380 winners determined in respect of this competition – 250 winners from Australia (85 winners week 1, 80 winners week 2, 85 winners week 3) and 130 winners from New Zealand (45 winners week 1, 45 winners week 2, 40 winners week 3) as follows:</p> <p>There will be in total 6 draws; 3 weekly draws for Australia and 3 weekly draws for New Zealand (1 draw for each week of the Competition Period).</p> <p>Each weekly draw will take place at Mobius Marketing & Design Consultants, 2 Bridge Street Hurstville NSW 2220 at 5pm AEDT which is 7pm NZDT.</p> <p>Australia – 3 weekly draws</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: center;">Weekly Draw</th> <th style="text-align: center;">Competition Week</th> <th style="text-align: center;">Draw Date</th> <th style="text-align: center;">No. of winners</th> </tr> </thead> <tbody> <tr> <td style="text-align: center;">1</td> <td>From the start of the Competition Period to 11.59pm (AEDT) on 03/12/2023 (inclusive)</td> <td style="text-align: center;">04/12/2023</td> <td style="text-align: center;">85</td> </tr> <tr> <td style="text-align: center;">2</td> <td>From 12.00am (AEDT) on 04/12/2023 to 11.59pm (AEST) on 10/12/2023 (inclusive)</td> <td style="text-align: center;">11/12/2023</td> <td style="text-align: center;">80</td> </tr> </tbody> </table> | Weekly Draw | Competition Week | Draw Date | No. of winners | 1 | From the start of the Competition Period to 11.59pm (AEDT) on 03/12/2023 (inclusive) | 04/12/2023 | 85 | 2 | From 12.00am (AEDT) on 04/12/2023 to 11.59pm (AEST) on 10/12/2023 (inclusive) | 11/12/2023 | 80 |
| Weekly Draw | Competition Week | Draw Date | No. of winners | | | | | | | | | | |
| 1 | From the start of the Competition Period to 11.59pm (AEDT) on 03/12/2023 (inclusive) | 04/12/2023 | 85 | | | | | | | | | | |
| 2 | From 12.00am (AEDT) on 04/12/2023 to 11.59pm (AEST) on 10/12/2023 (inclusive) | 11/12/2023 | 80 | | | | | | | | | | |

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| 3 | From 12.00am (AEDT) on 11/12/2023 to 11.59pm (AEDT) on 17/12/2023 (inclusive) | 18/12/2023 | 85 |
| | | Total: | 250 |

The first 85, 80 and 85 valid entries drawn randomly in the Week 1, Week 2 and Week 3 weekly draws respectively, in each case from the entries received during the relevant Competition Week (excluding previous winning entries), will win a prize (applicable to the Competition Week they were drawn in – see ‘What can I win?’ section below).

New Zealand – 3 weekly draws

| Weekly Draw | Competition Week | Draw Date | No. of winners |
|--------------------|--|------------------|-----------------------|
| 1 | From the start of the Competition Period to 11.59pm (NZDT) on 03/12/2023 (inclusive) | 04/12/2023 | 45 |
| 2 | From 12.00am (NZDT) on 04/12/2023 to 11.59pm (NZDT) on 10/12/2023 (inclusive) | 11/12/2023 | 45 |
| 3 | From 12.00am (NZDT) on 11/12/2023 to 11.59pm (NZDT) on 17/12/2023 (inclusive) | 18/12/2023 | 40 |
| | | Total: | 130 |

The first 45, 45 and 40 valid entries drawn randomly in the Week 1, Week 2 and Week 3 weekly draws respectively, in each case from the entries received during the relevant Competition Week (excluding previous winning entries), will win a prize (applicable to the Competition Week they were drawn in – see ‘What can I win?’ section below).

For both Australia and New Zealand, entries received in respect of each weekly draw will not roll over to subsequent draws.

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 (**Weekly Reserve Entrants**).

Prize Currency

All prize values are to be considered in their local currency.

What can I win?

There are 380 prizes available – 250 prizes available in Australia and 130 prizes available in New Zealand as follows:

Australia

| Competition Week | Prize | No. of Prizes | Total Prize Value (AUD) |
|-------------------------|---------------------------|----------------------|--------------------------------|
| 1 | \$500 BP eGift Card | 85 | \$42,500 |
| 2 | \$500 The SuperGift eGift | 80 | \$40,000 |
| 3 | \$500 The Qantas eCard | 85 | \$42,500 |
| | | Total: | 250 |
| | | | \$125,000 |

New Zealand

| Competition Week | Prize | No. of Prizes | Total Prize Value (NZD) |
|-------------------------|-------------------------|----------------------|--------------------------------|
| 1 | \$500 BP Gift Card | 45 | \$22,500 |
| 2 | \$500 Prezzy eGift Card | 45 | \$22,500 |
| 3 | \$500 Uber eGift Card | 40 | \$20,000 |
| | | Total: | 130 |
| | | | \$65,000 |

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| | <p>You can only win one prize during the entire Competition Period (except for SA residents in Australia).</p> <p>Any ancillary costs associated with redeeming the gift cards are not included. Redemption of the gift cards are subject to the terms and conditions associated with each gift card as follows:</p> <p>BP Gift Cards: https://www.bp.com/content/dam/bp/country-sites/en_au/australia/home/products-services/cards/gift-cards-terms-conditions.pdf</p> <p>Qantas Gift Cards: https://www.qantas.com/au/en/book-a-trip/gift-vouchers/voucher-conditions.html</p> <p>The SuperGift Gift Card via Prezzy: https://www.prezzy.com.au/store/the-super-gift-card-gift-card/</p> <p>The Prezzy Gift Card via GiftStation: https://www.prezzycard.co.nz/terms-and-conditions</p> <p>The Uber Gift Card via GiftStation: https://www.giftstation.co.nz/uber.html</p> <p>By using this gift card, you accept the following terms and conditions: This gift card will expire three years from the date of purchase. Unused gift cards that have not been redeemed by its expiry date will not be refunded or credited. This card is redeemable via the Uber or Uber Eats app and can be used within New Zealand in cities where Uber or Uber Eats is available. Redeemed funds and balances do not expire. The card is non-reloadable and cannot be redeemed for cash, refunded, or replaced, except as required by law, including the Consumer Guarantees Act. No change will be given. You may be required to add a secondary payment method to use this gift card with the Uber or Uber Eats app. Lost or stolen cards will not be refunded or replaced, so treat this card like cash. This card is issued by Portier New Zealand Limited. For full terms and conditions and customer service, visit uber.com/legal/gifts/.</p> |
| Total prize pool | <p>The weekly prize pool in AU is up to AUD\$42,500 / in NZ is up to NZD\$22,500.</p> <p>The total prize pool in AU is AUD\$125,000 / in NZ is NZD\$65,000.</p> |
| How many times can I enter? | <p>You can enter multiple times during the Competition Period, provided you only enter once per day. Each entry must be submitted separately in accordance with these Terms and Conditions.</p> |
| How and when will the winner/s be informed? | <p>Winners will be notified by phone and in writing (using the contact details associated with each winner's BP Plus or BP Fuelcard account) within 5 business days of determination and will have their name and state/territory/region of residence/postcode published on www.bp.com.au on 11/12/2023, 18/12/2023 and 21/12/2023.</p> |
| Unclaimed prize/s | <p>AU & NZ prize claim date: 5pm (AEDT) (which is 7pm NZDT) on 18/01/2024.</p> <p>AU unclaimed prize determination: 12pm (AEDT) on 19/01/2024.</p> <p>NZ unclaimed prize determination: 1pm (AEDT) (which is 3pm (NZDT) on 19/01/2024.</p> <p>Both unclaimed prize draws will take place at the original draw location.</p> <p>If any 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 re-award the relevant prize/s to the Weekly Reserve Entrant/s and/or carry out an unclaimed prize draw at the date, time and place stated above to randomly distribute the prize/s amongst valid entrants who (if possible) have not already won an unclaimed prize. Any such winner/s will be informed by phone and in writing (using the contact details associated with each winner's BP Plus or BP Fuelcard account) within 5 business days of determination and will also have their name and state/territory/region of residence/postcode published on www.bp.com.au on 25/01/2024.</p> <p>Australia only - 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 the www.bp.com.au on 01/03/2024.</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> |

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| <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/they may not be able to participate. 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 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. The Promoter's Privacy Policy (available at https://www.bp.com/en_au/australia/home/privacy-statement.html if you are an Australian entrant and https://www.bp.com/en_nz/new-zealand/home/privacy-statement.html if you are an entrant from New Zealand) 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>Additional purposes: In addition to the purposes stated in the Privacy Policy, the Promoter may also use your personal information to help improve its goods and services.</p> <p>Additional uses: In addition to the uses outlined in the Privacy Policy, the Promoter may share your personal information with the Promoter's franchised dealers, related companies, agents, contractors or promotional partners.</p> <p>Overseas disclosures: Your personal information may be disclosed to overseas locations such as Australia, New Zealand, the USA, the UK, Malaysia, the Philippines and India, where your personal information may not be protected in a way that, overall, provides comparable safeguards to New Zealand privacy laws.</p> <p>By entering and providing personal information, you consent to the use of your personal information in this manner, and as provided for under the Promoter's Privacy Policy.</p> |
| <p>Permit numbers</p> | <p>Authorised under:</p> <p>ACT Permit No. TP23/02405</p> <p>SA Licence No. T23/1847</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. 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 period/s.
- 4 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

- 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 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.
- 6 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.
- 7 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted including failure of any third parties to forward entry forms for inclusion in the draw.
- 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 Australian state/territory gaming authorities.
- 10 By entering, you request that your full address not be published.
- 11 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 Australian state/territory gaming authorities or such other relevant authority.
- 12 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 and you are an Australian entrant, 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

- 13 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth), or the *New Zealand Consumer Guarantees Act 1993* (**Non-Excludable Guarantees**).
- 14 Except for any liability that cannot be excluded by law (in which case that liability is limited to the greatest extent allowed by law), including liability under the Non-Excludable Guarantees, the Promoter (including its officers, employees and agents) the agencies and companies associated with this promotion excludes all liability (including in negligence) for any personal injury (including allergies, skin conditions or other reactions, as relevant), illness or death, or any loss, expense or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion and promotion or any prize, including without limitation (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged, or misdirected due to any reason beyond the reasonable control of the Promoter; (d) any variation of the prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; (f) use of a prize by any person.
- 15 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 or New Zealand, as applicable.

- 16 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.