

## BP Plus Supercars Gold Coast 500 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>Promotion Period</b>	12.01am (AEST) on 01/08/2024 to 11.59pm (AEST) on 31/08/2024.
<b>Who can enter?</b>	<p>Only Queensland residents who:</p> <ul style="list-style-type: none"> <li>(a) are aged 18 or over;</li> <li>(b) can take the 2024 Boost Mobile Gold Coast 500 experience prize from 25/10/2024 to 27/10/2024 (inclusive);</li> <li>(c) are a member of BP Plus (and who hold a valid BP Plus Card) prior to making a Qualifying Purchase; and</li> <li>(d) are directly invited by the Promoter to participate in the promotion via campaign email sent from the Promoter.</li> </ul> <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 <a href="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">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</a>, as amended from time to time.</p>
<b>Who can't enter?</b>	<p>Directors, officers, management and employees (and their immediate families) of:</p> <ul style="list-style-type: none"> <li>(a) the Promoter;</li> <li>(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</li> <li>(c) the agencies, companies or participating premises associated with this promotion.</li> </ul>
<b>Where will the promotion run?</b>	The promotion will run in participating BP Service Stations (excluding online) in Australia ( <b>Service Stations</b> ).
<b>Qualifying Purchase</b>	Purchases of 30 litres or more of any BP branded diesel or unleaded fuel (excluding AdBlue, LPG and pre-packaged fuel products) at a Service Station in one transaction.
<b>Entry instructions</b>	<p>To enter, you must, during the Promotion Period and after receiving an offer via email from the Promoter inviting you to enter:</p> <ul style="list-style-type: none"> <li>(a) activate the offer by clicking the 'activate offer' button in the Promoter's email;</li> <li>(b) make a Qualifying Purchase; and</li> <li>(c) pay with your BP Plus Card to the cashier in-store, at the pump, or through the BP Plus app;</li> </ul> <p>to receive one automatic entry into the draw.</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>
<b>How many winners will there be and how will they be chosen?</b>	<p>There will be 11 winners determined in respect of the promotion – 1 major prize winner and 10 minor prize winners.</p> <p>There will be one draw conducted.</p> <p>The draw will be held at 12pm (AEST) on 06/09/2024 at Pilgrim Communications, Suite 51A/23 Norton Street, Leichhardt, NSW 2040 (<b>Pilgrim Communications</b>).</p> <p>The first valid entry drawn randomly from the entries received during the Promotion Period will win the major prize. The next 10 valid entries randomly drawn will each win a minor prize.</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 ( <b>Reserve Entrants</b> ).
<b>What can I win?</b>	<p>There are 11 prizes available – 1 major prize and 10 minor prizes.</p> <p><b>Minor prizes</b></p> <p>Each minor prize is a 3 Day Double Pass (General Admission) to the 2024 Boost Mobile Gold Coast 500 experience at Surfers Paradise Beach, QLD from 25/10/2024 to 27/10/2024 (inclusive) valued at \$270 each.</p> <p><b>Major prize</b></p> <p>The major prize is a 3 Day Double Pass (General Admission) to the 2024 Boost Mobile Gold Coast 500 experience at Surfers Paradise Beach, QLD from 25/10/2024 to 27/10/2024 (inclusive), that also includes a Grid walk, Pit Tour and Course Safety Car Ride for the winner and a nominated companion valued at \$1,200.</p> <p>For clarity, any travel and accommodation to and from the event, as well as any other expenses, are not included and are the responsibility of the winner at their own cost.</p> <p>The minimum age requirement for the Course Safety Car Ride is 16 years old. There is no minimum age requirement for any other prize element, meaning, anyone under 18 years old (a <b>Minor</b>) is otherwise permitted to accompany the winner in the major prize. Where this is the case, the winner (being a parent or legal guardian) is responsible for the Minor and must accompany the Minor at all times, including when the Minor takes part in any element of the major prize.</p> <p>There is a limit of one prize per person.</p>
<b>Total prize pool</b>	<p>The minor prize pool is \$2,700.</p> <p>The major prize pool is \$1,200.</p> <p>The overall total prize pool is up to \$3,900.</p>
<b>How many times can I enter?</b>	You can enter multiple times, provided you only enter once per Qualifying Purchase. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winner/s be informed?</b>	<p>All winners will be notified by phone and in writing within 5 business days of determination.</p> <p>The major winner will also be notified by phone and will also have their name and state/territory of residence/postcode published on the <a href="http://www.bp.com/en_au/australia/home/products-services/promotions.html">www.bp.com/en_au/australia/home/products-services/promotions.html</a> on 12/09/2024 for a period of 28 days.</p>
<b>Unclaimed prize/s</b>	<p><b>Prize claim date:</b> By 5pm (AEST) 17/09/2024.</p> <p><b>Unclaimed prize determination:</b> 12pm (AEST) on 18/09/2024 at 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 either re-award the relevant prize/s to 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 in descending order of value amongst valid entrants.</p> <p>Any major prize winner will be informed by phone and in writing by email within 5 business days of determination and will also have their name and state/territory of residence/postcode published on the <a href="http://www.bp.com/en_au/australia/home/products-services/promotions.html">www.bp.com/en_au/australia/home/products-services/promotions.html</a> on 25/09/2024 for a period of 28 days. Any minor prize winners will be informed by email within 5 business days of determination.</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 the <a href="http://www.bp.com/en_au/australia/home/products-services/promotions.html">www.bp.com/en_au/australia/home/products-services/promotions.html</a> on 21/10/2024.</p>
<b>Collection and use of your personal information</b>	If you are a winner, the Promoter may ask you/your companion to take part in some publicity, photography and other promotional activity as the Promoter requires, without any compensation. You/your companion consent to the Promoter using your name/s and image/s in any promotional or advertising activity.

	<p>The Promoter collects personal information about you/your companion in order to conduct and manage the promotion. 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) 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). 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 promotion. 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/your companion 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 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: ACT Permit No. TP24/01635</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 Promotion 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, as relevant:
- (a) validity period/s;
  - (b) conditions of entry into any event venues (including behaviour requirements, health and safety requirements and applicable dress codes);
  - (c) conditions of ticket validity and any restrictions on ticket on-sale or transfer; and
  - (d) a requirement that any person taking the prize that is aged under 18 years old must be accompanied by their parent or guardian at all times
- 4 You/your companion are responsible for all other unspecified costs related to the prize, including meals, transport, insurance (including excesses), additional taxes etc. 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. The winner must keep their tickets safe and the Promoter will not replace lost or stolen tickets.
- 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.
- 6 Where relevant, the Promoter accepts no responsibility if one or more of the events or activities awarded as part of the prize are abandoned, called off or postponed for any reason beyond the Promoter's reasonable control. In that case you/your companion forfeit your entitlement to that event/activity and the Promoter may provide another item of equal or higher value, subject to any necessary approval by

the state/territory gaming authorities. Similarly, while the Promoter will make all reasonable efforts to ensure the participation of any specified celebrity/ies in the prize element/s, the Promoter and prize suppliers exclude, so far as legally permissible, all liability if for any reason the celebrity/ies do not attend the prize element/s due to circumstances beyond the reasonable control of the Promoter and prize suppliers (e.g. illness). Unless otherwise specified by the Promoter, you will not be given cash or any alternative prize as a substitute for this altered prize element.

#### **General**

- 7 Any material failure by you or your companion 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).
- 8 You and your companion accept that some aspects of the prize may be inherently risky and that the prize may involve dangerous activities.
- 9 If specified, in order to participate in the activity/activities awarded as part of the prize, you/your companion must comply with any applicable conditions (e.g. age, height, weight, health and fitness requirements). You must ensure that you/your companion are healthy and fit enough to take the prize. You/your companion must follow all requirements of the people responsible for managing the relevant activity/ies.
- 10 You/your companion 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 or any companion do not sign, your entry will be deemed invalid and you will lose any entitlement to a prize.
- 11 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.
- 12 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 promotion;
  - (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 promotion;
  - (e) breach any law; or
  - (f) behave in a way that is otherwise inappropriate.
- 13 You are responsible for your companion and the Promoter may disqualify all entries from, and prohibit further participation in the promotion by, you or your companion if they materially breach these conditions, whether or not legally bound by them.
- 14 If you (or your companion), in the reasonable 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 promotion, is contrary to law or is otherwise inappropriate, the Promoter may cancel the prize or restrict you (and your companion) from participating in any elements of the prize, at its discretion.
- 15 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, including failure of any third parties to forward entry forms for inclusion in the draw, where relevant.
- 16 If any dispute arises between you and the Promoter concerning the conduct of this promotion 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 promotion is final.
- 17 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.

- 18 By entering, you request that your full address not be published.
- 19 If this promotion 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 promotion or disqualify affected entries/entrants, subject to any necessary approval by the state/territory gaming authorities.
- 20 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 promotion 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**

- 21 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 promotion and cannot be excluded or restricted. Nothing in these Terms and Conditions excludes or restricts those rights. See [www.accc.gov.au](http://www.accc.gov.au) for more information about those rights.
- 22 Subject to the previous paragraph, the Promoter and the agencies and companies associated with this promotion 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 promotion 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).
- 23 Without limiting the previous paragraphs, the Promoter and the agencies and companies associated with this promotion 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.
- 24 This promotion 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.