

## Talk 2 BP Feb-Dec 2018 \$1,000 Promotion

### Terms and Conditions

<b>Who is running the competition?</b>	The Promoter is BP Australia Pty Ltd (ABN 53 004 085 616), Level 15, 717 Bourke St, Docklands Vic 3008. Phone: 03 9268 4111.
<b>When will the competition start and end?</b>	The competition starts at 12.01am (AEDT) on 27/02/18 and ends at 11.59pm (AEDT) on 31/12/18 (the <b>Competition Period</b> ).
<b>Who can enter?</b>	Only Australian residents aged 18 or over can enter.
<b>Who can't enter?</b>	Directors, officers, management and employees of: (a) the Promoter; or (b) the agencies or companies or participating stores associated with this competition, and their immediate families, can't enter.
<b>Where will the competition run?</b>	The competition will run in participating BP company owned and operated sites and Rampage Truckstops displaying advertising material (each, a <b>Store</b> ) in all Australian states and territories.
<b>Do I need to buy anything to enter?</b>	Yes. During the Competition Period, you need to make any shop or fuel purchase at a Store, excluding tobacco products, lottery products, prepaid mobile phone cards (including ePay) and gift cards ( <b>Eligible Purchase</b> ). You will receive a receipt for your Eligible Purchase with a receipt number.
<b>Entry instructions</b>	After you have made an Eligible Purchase, you must during the Competition Period, visit <a href="http://www.talk2bp.com.au">www.talk2bp.com.au</a> ( <b>Website</b> ) and fill out and submit the online entry form, including providing the receipt number printed on the Eligible Purchase receipt and all other requested information.
<b>How many winners will there be and how will they be chosen?</b>	There will be a total of 10 winners determined in respect of this competition – 1 per entry period. The entry periods are as follows: <ul style="list-style-type: none"> <li>• <b>Entry Period 1:</b> Between the start of the Competition Period (27/02/18) and 11.59pm (AEDT) on 31/03/18;</li> <li>• <b>Entry Period 2:</b> Between 01/04/18 and 11.59pm (AEST) on 30/04/18;</li> <li>• <b>Entry Period 3:</b> Between 01/05/18 and 11.59pm (AEST) on 31/05/18;</li> <li>• <b>Entry Period 4:</b> Between 01/06/18 and 11.59pm (AEST) on 30/06/18;</li> <li>• <b>Entry Period 5:</b> Between 01/07/18 and 11.59pm (AEST) on 31/07/18;</li> <li>• <b>Entry Period 6:</b> Between 01/08/18 and 11.59pm (AEST) on 31/08/18;</li> <li>• <b>Entry Period 7:</b> Between 01/09/18 and 11.59pm (AEST) on 30/09/18;</li> <li>• <b>Entry Period 8:</b> Between 01/10/18 and 11.59pm (AEDT) on 31/10/18;</li> </ul>

	<ul style="list-style-type: none"> <li>• <b>Entry Period 9:</b> Between 01/11/18 and 11.59pm (AEDT) on 30/11/18;</li> <li>• <b>Entry Period 10:</b> Between 01/12/18 and the end of the Competition Period (31/12/18).</li> </ul> <p>There will be a draw conducted in respect of each Entry Period. The draws will be held at midday (AEDT/AEST, as applicable) on each of 04/04/18, 03/05/18, 05/06/18, 04/07/18, 03/08/18, 05/09/18, 03/10/18, 05/11/18, 05/12/18 and 04/01/19 at Lvl 1, 500 Chapel St, South Yarra VIC 3141.</p> <p>The first valid entry drawn randomly in each draw from the entries received during the relevant Entry Period will win a prize.</p> <p>The Promoter may draw additional reserve entries in each draw and record them in order, in case a winning entry/entrant is deemed invalid, or a prize is unclaimed (<b>Reserve Entrants</b>).</p>
<b>What can I win?</b>	<p>There are in total 10 prizes available.</p> <p>Each prize is a \$1,000 BP gift card.</p> <p>There is a limit of one prize per person (except for SA residents).</p>
<b>Total prize pool</b>	The total prize pool is \$10,000.
<b>How many times can I enter?</b>	You can enter multiple times, provided you only enter once per Eligible Purchase transaction and per receipt number. Each entry must be submitted separately in accordance with these Terms and Conditions.
<b>How and when will the winners be informed?</b>	If you are a winner, you will be informed by phone and in writing within two days of the relevant draw and your name and state/territory of residence will be published on the Website within two days of the relevant draw.
<b>Must I keep anything to verify my entry?</b>	You must keep the original itemised purchase receipt(s) for all entries as proof of purchase. If you don't produce the 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. Purchase receipt(s) must show the receipt number which must be identical to the receipt number included by you in your entry, and must clearly identify the product(s) purchased (which must be a Eligible Purchase), and the date of purchase (which must be during the Competition Period before you submitted your entry). If, in the Promoter's opinion, you have shared any receipt(s)/receipt number(s) with another person, your entries will be invalid and you will lose any right to a prize.
<b>If I win, when must I claim my prize?</b>	<p>You must claim your prize by 5pm (AEDT/AEST, as applicable) on:</p> <ul style="list-style-type: none"> <li>• 04/07/18 (for the Entry Period 1 winner);</li> <li>• 03/08/18 (for the Entry Period 2 winner);</li> <li>• 05/09/18 (for the Entry Period 3 winner);</li> <li>• 04/10/18 (for the Entry Period 4 winner);</li> <li>• 05/11/18 (for the Entry Period 5 winner);</li> <li>• 05/12/18 (for the Entry Period 6 winner);</li> <li>• 03/01/19 (for the Entry Period 7 winner);</li> </ul>

	<ul style="list-style-type: none"> <li>• 05/02/19 (for the Entry Period 8 winner);</li> <li>• 05/03/19 (for the Entry Period 9 winner); or</li> <li>• 04/04/19 (for the Entry Period 10 winner).</li> </ul>
<b>What if I don't claim my prize on time?</b>	If a prize has not been accepted or claimed by the relevant prize claim date and time above or if, after making all reasonable attempts, the Promoter can't contact a drawn winner (or a drawn winner does not contact the Promoter) by the relevant time and date, the relevant entry will be discarded and the Promoter will re-award the relevant prize/s to Reserve Entrant/s on the next business day after the relevant prize claim date. Any such winner/s will be informed by phone and by email within two days of determination.
<b>Permit numbers</b>	Authorised under ACT Permit No. TP18/00298, NSW Permit No. LTPS/18/22043 and SA Licence No. T18/250.

- 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. Your entry is deemed to be received only when received by the Promoter's database. If you return a Eligible Purchase your entry may be deemed invalid at the Promoter's discretion (unless product is defective). You will receive a return online 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 aliases you may be disqualified.

### Prizes

- 3 BP Gift Cards are subject to the terms and conditions imposed by BP Australia Pty Ltd, including period of validity. Refer to [www.bp.com.au](http://www.bp.com.au) for BP Gift Card terms and conditions.

### General

- 4 If you are a winner, 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 and image in any promotional or advertising activity.
- 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 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. 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 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, 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.
- 11 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**

- 12 Nothing in these Terms and Conditions restricts, excludes or modifies any consumer rights under any statute including the *Competition and Consumer Act 2010* (Cth).
- 13 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, 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).
- 14 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 prizes. Prizes will only be delivered to addresses in Australia.
- 15 The Promoter may communicate or advertise this competition using Facebook or Instagram. However, the competition is in no way sponsored, endorsed or administered by, or associated with, Facebook or Instagram. You provide your information to the Promoter and not to Facebook or Instagram. You completely release Facebook and Instagram from any and all liability.

### **Collection and use of your personal information**

The Promoter collects personal information about you in order to conduct 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 [www.bp.com.au](http://www.bp.com.au)) states:

- (a) how you can seek access to the personal information the Promoter holds and seek the correction of such information; and

- (b) how you can complain about a breach of privacy and how the Promoter will deal with such a complaint.