

## Road Freight NSW – bp: Refer a Friend 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>	The Competition Period begins at 12:01am (AEDT) on 16/11/2020 and ends when all prizes within the prize pool have been awarded.
<b>Who can enter?</b>	The Promotion is open to all current members of Road Freight NSW who hold an active and valid BP Plus account with bp.
<b>Who can't enter?</b>	Directors, officers, management and employees (and their immediate families) of Road Freight NSW and bp.
<b>Entry instructions</b>	<p>To enter into the Promotion, an eligible entrant must:</p> <ol style="list-style-type: none"> <li>1. refer a qualifying business to BP Plus during the Competition Period; and</li> <li>2. ensure that the qualifying business uses the promotional code 'RFNSW' in their BP Plus application form;</li> </ol> <p>Please note that an entry will only be valid where the referred qualifying business fully completes a BP Plus application, is approved, and passes all necessary BP Plus credit checks.</p> <p>For the purposes of this Promotion, a qualifying business means a BP Plus applicant that:</p> <ol style="list-style-type: none"> <li>1. holds a registered Australian Business Number;</li> <li>2. is a director, partner or business owner of the applicant;</li> <li>3. uses BP plus at all times for business purposes only; and</li> <li>4. is over eighteen (18) years of age.</li> </ol>
<b>What can I win, how many winners will there be, and how will they be chosen?</b>	<p>Twenty (20) entrants will each receive a bp gift card. Each gift card will contain a pre-loaded value of AUD \$500.</p> <p>Winners will be decided on a 'first-come-first-served' basis, and will be notified within seven (7) days of account approval and satisfaction of all credit checks.</p> <p>The Winner will be contacted by telephone or email by either of Road Freight NSW or the Promoter via the telephone number or email address listed on their nominated Road Freight NSW membership account. Entrants should ensure their contact details on their Road Freight NSW membership accounts are current and correct.</p>
<b>Total prize pool</b>	The total prize pool is up to AUD \$10,000.00.
<b>How many times can I enter?</b>	You can enter only once.
<b>How and when will the winners be informed?</b>	Winners will be decided on a 'first-come-first-served' basis, and will be notified within seven (7) days of account approval and satisfaction of all credit checks. Entrants should ensure

	<p>their contact details on their Road Freight NSW membership accounts are current and correct.</p> <p>The winner may be required to produce proof of identity to the Promoter's satisfaction before being awarded the prize.</p>
<b>Unclaimed prizes</b>	<p>If you are a winner, you will have ten (10) business days from the date of receiving notice of your win to claim your prize. If, despite all reasonable efforts, you cannot be located within this timeframe, your entry will be discarded, and your prize will be awarded to another entrant.</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, including publication of your name and other details on any of bp or Road Freight NSW's social media, website, mailing list, or other communication channels.</p> <p>The Promoter collects personal information about you in order to conduct and manage the Promotion. If the personal information requested is not provided, you may not be able to participate.</p> <p>By entering and providing personal information, you consent to the use of your personal information in this manner, and in accordance with bp's <a href="#">Privacy Policy</a> and the <a href="#">Road Freight NSW – bp: Refer a Friend Collection Notice</a>.</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**

1 Your entry must be received during the Promotion Period and will be deemed to be received only when received by the Promoter.

**Prizes**

2 Prizes and all elements of prizes must be taken as and when offered or will be forfeited, and if forfeited, the Promoter will not be liable. Prizes are subject to any additional terms and conditions imposed by the relevant supplier or the Promoter, including, validity period/s.

3 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**

4 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).

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 entry (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 If you, 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 prize or restrict you from participating in any elements of a prize, at its discretion.
- 8 The Promoter is not liable for entries, prize claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 9 The Promoter's decision in connection with all aspects of this competition is final.
- 10 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.
- 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, 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.
- 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, 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)*.
- 14 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).
- 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.