



## **BP Plus 2017 Acquisition Offer (“Offer”)**

### **Terms and Conditions**

1. Information on how to participate and the rewards form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions. Claims/applications not completed in accordance with these Terms and Conditions will be declared void. Offer is not valid in conjunction with any other offer, unless stated otherwise.
2. The Offer commences at 12:01am (AEDT) on 01/02/17 and ends at 11:59pm (AEDT) on 30/11/17 (“**Offer Period**”). The Promoter reserves the right to change or end this Offer without notice at any time and for any reason in its absolute discretion.
3. Participation in the Offer is only open to organisations located in Australia with a valid ACN/ABN (“**Participating Business**”). Directors and employees and their immediate families (including spouse, parent, child or sibling whether or not they live in the same house) of the Promoter, existing BP Plus account holders (as at the proposed date of participating in the Offer) and printers, suppliers, providers and agencies directly associated with this Offer are not eligible to participate.
4. During the Offer Period, an authorised representative aged 18 years or over of a Participating Business must apply on behalf of the Participating Business to become a BP Plus business customer as follows:
  - (i) fully complete a BP Plus online application form which includes the relevant promotional code specific to this Offer (available online via advertisements for the Offer) or a hard copy application form available from a BP representative who is advertising the Offer (“**BP Plus Application**”); and
  - (ii) submit the fully completed BP Plus Application form for approval by the Promoter, so that it is received during the Offer Period.
5. All BP Plus Applications will be subject to approval by the Promoter in accordance with the BP Plus Terms and Conditions. BP Plus Applications must satisfy the full information disclosure requirements as stated on the BP Plus Application form, in order to be eligible. Processing of BP Plus Applications and credit approval may take up to four (4) weeks from the date of submission in some cases, subject to full information disclosure. In the event that a Participating Business is not approved to become a BP Plus business customer by the Promoter, the Participating Business will

be ineligible to participate in this Offer.

6. Upon approval by the Promoter to become a BP Plus business customer, the Participating Business will receive logon information for their BP Plus Online Card Management System in writing to the Participating Business's nominated primary address. Participating Businesses can use this logon information to set up a BP Plus Account. Only one (1) BP Plus Account per Participating Business is permitted for the duration of the Offer Period. BP Plus business customers can have multiple representatives who each receive a BP Plus Account card in order to receive fuel discounts on behalf of the Participating Business in accordance with these conditions.
7. Once a Participating Business has set up its BP Plus Account, the Participating Business will receive the following rewards:
  - a) A six (6) cents per litre discount calculated off the pump price for each eligible fuel transaction on the Participating Business's BP Plus Account, commencing from the date the Participating Business's BP Plus Application is approved and expiring after seven (7) full calendar months have passed (since the BP Plus Application approval). For the avoidance of doubt, the discount will become available for the remaining portion of the calendar month in which the first transaction is made against the Participating Business's BP Plus Account and for a further seven (7) calendar months thereafter. The discount includes all grades of unleaded and diesel fuels ("**Eligible Fuel**"). Autogas and AdBlue are not included in the discount. All Autogas and AdBlue purchases will be priced in accordance with standard existing BP pricing offers, and in line with current BP Plus Terms and Conditions. The discount will reduce the net cent per litre price of each Eligible Fuel transaction made on the BP Plus Account for each applicable calendar month. The Offer discount will be applied in addition to any ongoing discounts that the Participating Business may be eligible to receive, up to the maximum of 8 cents per litre in total.
  - b) A waiver of all BP Plus card fees on the Participating Business's BP Plus Account for twelve (12) full calendar months from the BP Plus Application approval.
8. BP Plus Applications received will be considered final by the Promoter. Incomplete, inaccurate, erroneous, ineligible or incomprehensible BP Plus Applications will be deemed invalid. No responsibility will be taken for lost, late or misdirected BP Plus Applications.
9. Rewards are not exchangeable, transferable or redeemable for cash.

10. The Promoter's decision in relation to any aspects of the Offer is final and binding on every person who participates and no correspondence will be entered into.
11. The rewards must be taken as offered and cannot be varied unless authorised by the Promoter. Where relevant, the rewards include GST in each instance and the values stated are in Australian dollars (and are correct at time of printing). To the extent permitted by law, the Promoter accepts no responsibility for any variation in the value of the rewards. The rewards are subject to the standard terms and conditions of individual reward and service providers.
12. A Participating Business must comply with BP Plus Terms and Conditions at all relevant times and must remain a BP Plus business customer at all relevant times to receive rewards.
13. Any cost associated with accessing the promotional website is the responsibility of the Participating Business and is dependent on the Internet service provider used.
14. The Promoter does not accept any responsibility for any tax implications, including Fringe Benefits Tax implications that may arise. Independent financial advice should be sought. Where this Offer involves, for GST purposes, supplies being made for non-monetary consideration, Participating Businesses will 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.
15. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of or in connection with this Offer if the deficiency is occasioned by any cause outside the reasonable control of the Promoter including without limitation technical malfunctions or failures.
16. The Promoter reserves the right, at any time, in its sole discretion to verify the validity of BP Plus Applications/claims, participants and authorised representatives and to disqualify any Participating Business whose authorised representative the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the claim process, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Offer. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
17. Any attempt, deliberate or otherwise, to cause malicious damage or interference with the normal functioning of the BP Plus website or the

information on the BP Plus website, or to otherwise undermine the legitimate operation of an Offer may be a violation of criminal and civil laws and, should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms and Conditions or any other legal obligation by a Participating Business, the Participating Business agrees to indemnify the Promoter for those losses, damages and costs.

18. The relevant rewards will only be awarded where the Participating Business fulfils all of the requirements of the Promoter's validation and verification tests and procedures. The validation and verification tests and procedures shall be determined by the Promoter in its absolute discretion.
19. If this Offer is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Offer.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the Offer.
21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (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 claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in reward value to that stated in these Terms and Conditions; (e) any tax liability incurred by a Participating

Business; or (f) use/redemption of a reward.

22. All BP Plus Applications become the property of the Promoter. The Promoter collects personal information about participants to include participants in the Offer. If the personal information requested is not provided, the participant may not participate in the Offer. The Promoter may share participants' 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 participants with special offers and marketing via any medium including mail, telephone and commercial electronic messages (including email and SMS). By participating and providing personal information, each participant consents to the use of their personal information in this manner. The Promoter may also use participants' personal information to help improve its goods and services, and otherwise in accordance with the BP Plus Terms and Conditions. Participants' 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 participants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
- (b) how participants can complain about a breach of privacy and how the Promoter will deal with such a complaint.

23. The Promoter is BP Australia Pty Ltd (ABN 53 004 085 616), having its principal office at 717 Bourke Street, Docklands VIC 3008.