



BP Plus 2022 American Express Card Fee Offer ("Offer") Terms and

Conditions

1. Information on how to participate in the Offer and the AMEX Fee Waiver form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer, unless stated otherwise.
2. The Offer commences at 12:01am (AEST) on 01/05/22 ("**Offer Date**") and runs until 11:59pm (AEST) on 30/04/25 ("**Offer Period**"). The Promoter reserves the right to change or end the Offer Period at any time.
3. Participation in the Offer is only open to Eligible Businesses and in respect of Eligible Purchases.
4. **Eligible Businesses** are those BP Plus account holders (or groups of related entity account holders) located in Australia with a valid ACN/ABN, and which purchased less than 3 million litres of fuel (including all grades of unleaded and diesel fuel) during the 12-month period immediately preceding the Offer Date. . Only one (1) BP Plus account per Eligible Business is permitted for the purposes of participation in this Offer. A BP Plus account holder can have multiple representatives who each receive a BP Plus account fuel card on behalf of the Eligible Business in accordance with the BP Plus Terms and Conditions.
5. **Eligible Purchases** are purchases by Eligible Businesses made during the Offer Period using their BP Plus account, up to a maximum total amount of A\$4 million in each 12-month period within the Offer Period ("**Cap**"), the first of which commences on the Offer Date. For the avoidance of doubt:
 - a. a group of related entities who each hold a separate BP Plus account will have a shared Cap, so that the AMEX Fee Waiver will cease to apply where the related entities have, in aggregate, made purchases exceeding the Cap in the relevant 12-month period; and
 - b. purchases made during any period prior to the Eligible Business becoming a BP Plus account holder are not Eligible Purchases.
6. Eligible Businesses will receive a waiver of all American Express card acceptance fees payable to BP in respect of their Eligible Purchases for the duration of the Offer Period ("**AMEX Fee Waiver**").
- 7.
8. During the Offer Period, an organisation which is not already a BP Plus account holder and wants to be an Eligible Business may, through an authorised representative aged 18 years or over, apply to become a BP Plus business customer as follows:
 - a. fully complete a BP Plus online application form which includes the relevant

17. Without limiting anything else in these Terms and Conditions, 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.
18. 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 2010* (Cth), as well as any other implied warranties under the *ASIC Act 2001* (Cth) 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.
19. 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 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; or (c) any tax liability incurred by an Eligible Business.
20. The Promoter may collect personal information about individuals connected with an Eligible Business for the primary purpose of administering the Offer. If the personal information requested is not provided, the Eligible Business with which that individual is connected may not be able to participate in the Offer. The Promoter may also collect and use participants' personal information to help improve its goods and services and for the purposes described in paragraph 21. The Promoter's collection, storage, disclosure and use of the personal information will be performed in accordance with the BP Plus Terms and Conditions and BP's Privacy Policy that is available at www.bpplus.com.au.
21. The Promoter may share personal information provided in connection with this Offer with the Promoter's dealers, related companies, agents, contractors or promotional partners. The Promoter and its Australian related companies and promotional partners may contact Eligible Customers 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. You can opt out of receiving all or any of the communications listed above:
- a. for email communications by clicking the 'unsubscribe' link;
 - b. for SMS messages, by opting out directly from an SMS; and for all other communications by contacting us at privacyofficer@se1.bp.com
22. Where BP holds personal information about a participant that it has collected from different sources, BP may combine this personal information into a single record or collection of linked records. Participants' personal information may be disclosed to overseas locations such as, but not limited to, New Zealand, the USA, the UK, Malaysia, the Philippines and India. The Promoter's Privacy Policy (available at

www.bp.com/en_au/australia/home/privacy-statement.html 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. Without limiting the Promoter's rights under paragraphs 2 and 17, the Promoter may vary these Terms and Conditions by posting amended terms on its website at least 30 days prior to the changes taking effect (or without notice if the changes are required by applicable law).
24. The Promoter is BP Australia Pty Ltd (ABN 53 004 085 616), having its principal office at 717 Bourke Street, Docklands VIC 3008.