

BP Plus Offer

Terms and Conditions

Promoter	BP Australia Pty Ltd (ABN 53 004 085 616), Level 17, 717 Bourke St, Docklands Vic 3008.
Offer Period	This offer will be available from 01/07/19. The Promoter reserves the right to change or end this offer on reasonable notice at any time and for any reason in its absolute discretion.
Who can participate?	Participation in the offer is only open to new BP Plus business customers (or existing BP Plus business customers who are specifically invited by the Promoter to participate in the offer) (Participating Business). Participation in BP Plus is subject to the BP Plus Terms and Conditions, available at 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 as amended from time to time.
Who can't participate?	Participation in the offer is not open to: (a) existing BP Plus business customers who have not been invited by the Promoter to participate; (b) prospective or existing BP Plus account holders who have been/are invited by the Promoter to participate in an alternate offer; and (c) directors, officers, management and employees (and their immediate families) of: (i) the Promoter; and (ii) the suppliers, agencies or companies associated with this offer.
BP Plus Application	During the Offer Period, an authorised representative of a Participating Business aged 18 years or over must apply on behalf of the Participating Business to become a BP Plus business customer by fully completing and submitting a BP Plus online application form or a hard copy application form available from a BP representative (BP Plus Application) (or, if they are an existing BP Plus business customer who has been invited by the Promoter to participate, they must follow any instructions provided by the Promoter to participate in the offer). BP Plus Applications must be received during the Offer Period, as determined by the Promoter. 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.
Discounts	Once a Participating Business has been approved by the Promoter to become a BP Plus business customer and their account has been fully set up by the Promoter, the Participating Business will receive the following discounts off eligible fuel and EV charging transactions purchased on their BP Plus Account: (a) 3 cents per litre off the pump price of premium fuel grades (95 Unleaded, BP Ultimate 98 Unleaded and BP Ultimate Diesel); (b) 2 cents per litre off the pump price of regular fuel (91 Unleaded and Diesel); and (c) 2 cents per kilowatt-hour off the price of EV charging. Autogas and AdBlue are excluded from this offer. 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.

- 1 For the purpose of these Terms and Conditions, "participants" is deemed to apply equally to the Participating Business and to the authorised representative of the Participating Business.
- 2 These Terms and Conditions incorporate and must be read together with the details outlined in the table above. Information on how to participate and receive discounts forms part of these Terms and Conditions. By participating, Participating Businesses accept these Terms and Conditions.
- 3 A Participating Business must comply with the BP Plus Terms and Conditions at all relevant times and must remain a BP Plus business customer at all relevant times to receive the benefits of this offer. To the extent of any inconsistency between these Terms and Conditions and the BP Plus Terms and Conditions, these Terms and Conditions prevail.
- 4 If the Promoter reasonably considers that a participant has breached these Terms and Conditions or the BP Plus Terms and Conditions, their participation in this offer and BP Plus may be deemed invalid. The Promoter may, at any time (acting reasonably), require documentation from participants to establish to the Promoter's satisfaction the validity of their participation (including documentation establishing identity and place of employment). Failure by the Promoter to enforce any of its rights at any stage does not waive those rights.
- 5 Participants must not:
- (a) tamper with the participation process;
 - (b) engage in any conduct that may jeopardise the fair and proper conduct of the offer;
 - (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 offer;
 - (e) breach any law; or
 - (f) behave in a way that is otherwise inconsistent with normal business practices.
- 6 The Promoter is not liable for claims or correspondence that are misplaced, misdirected, delayed, lost, incomplete, illegible or incorrectly submitted.
- 7 Offer is not valid in conjunction with any other offer, unless stated otherwise. Discounts are not exchangeable, transferable or redeemable for cash. The discounts must be taken as offered and cannot be varied unless authorised by the Promoter. Where relevant, the discounts include GST in each instance and the values stated are in Australian dollars.
- 8 The Promoter's decision, which will be made acting reasonably, in connection with all aspects of this offer is final.
- 9 If this offer 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 (acting reasonably) end, change, suspend or cancel the offer.
- 10 To the extent permitted by law, the Promoter and the agencies and companies associated with this offer 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 offer, except for any liability which by law cannot be excluded, in which case that liability is limited to the fullest extent permitted by law. This does not affect your statutory rights, including under the *Australian Consumer Law*.
- 11 The Promoter is not responsible for any tax implications arising from this offer. Participants should seek independent financial advice. If for GST purposes this competition results in any supply being made for non-monetary consideration, participants 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.
- 12 The Promoter collects, uses and stores personal information about participants/Participating Businesses in accordance with the "Privacy" section of the BP Plus Terms and Conditions available [here](#).