Pump, Save, Win ("Competition")

Terms and Conditions of Competition Entry

Entry into this Competition is deemed acceptance of these Terms and Conditions.

Competition promotor

1. The Competition promoter is Business Fuel Cards Pty Ltd (ACN 161 721 106) ("**Promoter**") who can be contacted about this Competition either at its offices at Level 7, 417 St Kilda rd Melbourne 3004, by telephone on 1800 881 246 or by email at <u>customer@bfcards.com.au</u>

Competition period

2. The competition commences at 00:07:00 am on 14/10/2021 and concludes at 11:59:59 pm on 31/12/2021 ("Competition Period").

How to enter

- 3. To be eligible to enter the Competition you must:
 - a) Be 18 years or over
 - b) Be an Australian resident
 - c) Be a Cardmaster in respect of a Fleet Card account created after Aug 1st 2021 and
 - d) Not be excluded from eligibility by clause 4
- 4. Anyone involved in conducting the Competition, employees and agents of the Promoter, its affiliates and subsidiaries, and their immediate families, are not eligible to participate. "Immediate families" means the husband, wife, spouse, parent, siblings, and children (including step parents, siblings and children.)
- 5. To enter into the Competition you must, during the Competition Period, purchase **30 litres or more of** Shell V-Power, Shell Unleaded 98, Shell Unleaded 95, Shell Unleaded 91, Shell Unleaded E10, Shell Diesel and Shell Diesel Extra at any Shell branded fuel site in NSW, VIC, QLD, WA or TAS only in a single transaction using your Fleet Card.
- 6. Eligible Entrants may enter the competition more than once. Eligible Entrants will automatically receive one (1) entry each time they satisfy the requirements set out in clause 3.
- 7. Entry into the competition draw will occur automatically upon the entrant fulfilling the conditions stated in clause 3.
- 8. Each valid entry received by the Promoter during the Competition Period has an equal probability of winning.

Prize

- 9. The prize available to be won under this competition is a Prezzee eGiftcard valued at AUD\$500 ("Prize"). There is a total of 20 Prezzee eGiftcards to be won during the Competition Period with a total prize value of AUD\$10,000.
- 10. The conditions of use of the Prize are available at *prezzee.com.au/doc/terms-of-sale*
- 11. Prizes are not transferable or exchangeable and are not redeemable for cash.
- 12. If the Promoter is unable to supply the nominated prize, or part of any nominated prize, the Promoter reserves the right, subject to the written directions of any competent authority, to supply another prize of equal or greater value.

- 13. Any additional costs not expressly stated, but which may be incurred in acceptance and use of a prize, are the sole responsibility of the winner.
- 14. eGiftCards will be emailed to winners at the primary contact email address linked to their Fleet Card account. It is the responsibility of the entrant to ensure that this email address is accurate and operational.

Prize draw

- 15. The Prize will be drawn on 10/01/2022 via a random electronic draw.
- 16. If there is a change in the way the Competition is conducted, information about the change will be made publicly available within a reasonable timeframe before the prize draw on **10/01/2022**.
- 17. The Prize winner will be notified in phone and writing using the Fleet Card Fuel Card within two days of the draw. The Promoter will take all reasonable steps to contact and locate each Prize Winner and each Prize Winner will be advertised on fleetcard.com.au/pumpsavewin21 for 30 days after the draw.
- 18. The Promoter running the Competition must take all reasonable steps to preserve the Prizes until the winners of such Prizes have taken possession.
- 19. If for any reason whatsoever a prize winner does not claim their prize 31/02/2022, then the prize will be forfeited by the winner and neither cash nor any other prize will be awarded in lieu of that prize or that element of that prize.
- 20. If there is no Prize winner or the Prize winner cannot be located this will be published **fleetcard.com.au/pumpsavewin21**
- 21. If necessary, the Promoter will conduct a second draw to distribute any unclaimed prizes 31/02/2022 the winning entry will be selected on 10/02/2022] at Level 4, 417 St Kilda Rd Melbourne 3004 via a random electronic draw subject to any directions given by any relevant authority. Winners drawn in the second chance draw will be notified in writing by email at the email address linked to the Fleet Card Fuel Card within two days of the draw.
- 22. The Prize will be delivered within 28 days of the Prize draw.

Publicity and privacy

- 23. To the extent permitted by law, by entering into the Competition, you agree that if you are a Prize winner the Promoter may use your name and the information in your completed entry for its publicity and/or business purposes. The Promoter may also be required by law to disclose any of the information that you provide on your entry form.
- 24. To the extent permitted by law, details from all entries will be collected and used for the purposes of conducting this Competition (which may include disclosure to third parties for the purpose of processing and conducting the Competition) and for publicity purposes surrounding this Competition. By entering this Competition, entrants consent to the use of their information as described. Entrants may access and/or change their data or consent by following the procedures in the Promoter's privacy policy which is available at https://fleetcard.com.au/privacy-policy/

General terms

25. The Promoter reserves the right to verify the validity of entries and to disqualify any entry or refuse to award a Prize, including where the qualifying transaction has been reversed or refunded, where false or misleading details have been given by a contestant or a contestant has behaved in a fraudulent or dishonest manner, or otherwise than in accordance with these Terms and Conditions.

- 26. The Promoter also reserves the right to disqualify any entry or refuse to award a Prize where the contestant's FleetCard account has been cancelled or suspended or is in arrears.
- 27. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 28. The Promoter and any other agencies associated with this Competition will not be responsible for any late, lost or misdirected entries, including but not limited to entries not received due to technical problems.
- 29. To the fullest extent permitted by law and without limiting any other conditions of entry, the Promoter may, in its discretion, terminate, modify or suspend the Competition, subject to any directions given by any relevant authority. All entrants participating in the Competition at the point of termination, modification or suspension of the Competition will be notified by the Promoter in writing. In the event of modification or suspension of the Competition, the entrant may choose to terminate their participation in the Competition at no cost.
- 30. Except for any liability that cannot by law be excluded, 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 Competition.
- 31. The Promoter and any other agencies associated with this Competition will not be liable for any loss or damage whatsoever that may be suffered or sustained, directly or indirectly, or for any personal injury suffered or sustained by any contestant or Prize winner, in connection with the Prize, except for any liability that cannot be excluded by law. Nothing in these Terms and Conditions is intended to limit your rights under the Australian Consumer Law (Schedule 2 of the *Competition and Consumer Act 2011*).
- 32. If any person disputes any aspect of the Competition or these Terms and Conditions, they should contact the Promotor in writing at <u>customer@bfcards.com.au</u>. In the event of such a dispute, the Promoter will immediately try to resolve the claim. The Promoter's decision in relation to any aspect of the dispute is final and binding and no further correspondence will be entered into.
- 33. These Terms and Conditions are governed by the laws of the state of New South Wales in the Commonwealth of Australia and any disputes will be subject to the non-exclusive jurisdiction of the court of New South Wales.