

Gatorade Promotion – Terms and Conditions of Entry

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promotion is only open to New Zealand residents who are registered members of the AA Smartfuel programme. Employees of the Promoter and BP Oil NZ and their immediate families, as well as the owners, managers, and staff of each Participating Store (“**Agents**”) and their immediate families, are ineligible to enter. Employees of AA Smartfuel Limited or The New Zealand Automobile Association Incorporated (NZAA), and their immediate families, are also ineligible to enter. The Promoter reserves the right to request proof of an entrant’s eligibility in the event that there is a doubt over his/her eligibility for the promotion.
3. The Gatorade Promotion commences at 12.01 am on 25th November 2019 and finishes 11.59pm on 19th January 2020 (“**Promotion Period**”). Entries received prior to 25th November 2019 will not be entered into the prize draw.
4. To enter the promotion, purchase any two Gatorade products (“**Qualifying Products**”) in one transaction from a participating BP Connect or BP 2go Service Station (“**Participating Stores**”) during the Promotion Period, and swipe an AA Membership or registered AA Smartfuel card.
5. You may enter the promotion as many times as you like provided that each entry is through a separate purchase of two of the Qualifying Products in one transaction.
6. There are eight (8) prizes weekly to be won; one (1) prize per week. Prizes will be drawn at random and include the below items (“**Prize**”). The Prizes are not transferable, changeable or redeemable for cash.

Prizes include:

- Gatorade Cooler 5 Gallon (RRP \$160.00)
 - 12 x Gatorade 32oz Drink Bottle (RRP \$6.00 each)
 - 2 x Gatorade Squeeze Bottle Carrier (RRP \$37.50 each)
 - 8 x Gatorade Sport Towel (RRP \$12.00 each)
 - 3 x Gatorade Powder (RRP \$15.50 each)
 - Gatorade Vertex Duffel Bag (RRP \$46.00)
7. In the event that the Prize or any part of the Prize becomes unavailable for any reason beyond the Promoter’s control, the Promoter may in its sole discretion decide to provide an alternative prize.
 8. The first winner will be drawn at 12.00pm on Monday 2nd December 2019 at the offices of Radium, which has its registered office at Level 3, 10 Hutt Road, Lower Hutt. The Prize will be awarded to the first valid entry randomly drawn from all eligible entries. The subsequent weekly prize draws will take place under the same conditions at 12.00pm each Monday until the final draw on Monday 20th January 2020.
 9. Each winner will be the person listed as the primary cardholder on the winning AA Membership or AA Smartfuel account (regardless of who made the Qualifying Purchase). Neither the Promoter, BP Oil New Zealand Limited, nor Radium will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the primary card holder.
 10. The winners will be contacted by phone to the phone number listed on the nominated AA Membership or AA Smartfuel accounts associated with the winning entries. Entrants should ensure their contact details on their AA Membership or AA Smartfuel accounts are current and correct.

11. In case an invalid entry or ineligible entrant is drawn as a winner, the prize is forfeited, or if the Promoter is unable to contact a winner within seven days of the prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner on the same terms as the original prize draw.
12. If a winner cannot accept or take part in the Prize for any reason, their Prize will be void and no compensation will be payable.
13. The Promoter's decision (or the decision of its employees or agents) is final on all matters and no correspondence will be entered into.
14. The Promoter reserves the right to amend, suspend or cancel any aspect of this promotion (including any Prize or term) at any time in its sole discretion.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
16. The prizes will be delivered to the particular addresses nominated by the prize winners. Delivery of the Prize is valid to any residential address in New Zealand.
17. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
18. The Promoter reserves the right to verify the validity of the winner's entries and disqualify any entry or refuse to award a prize where false or misleading details have been given by an entrant or an entrant has behaved in a fraudulent, dishonest or disruptive manner, or otherwise than in accordance with these terms and conditions or the spirit of the promotion.
19. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details for promotional and media purposes without any claim to compensation from the winners, and the ensuing copyright will rest with the Promoter.
20. Neither the Promoter nor any other entity associated with this promotion will be responsible for any late, lost, misdirected or incorrectly submitted entries, including but not limited to entries not received due to technical problems or human error. The time entries are deemed to be made will be the time the entry is received, not the time the entry is submitted by an entrant.
21. As a condition of participating in the Prize, the winner indemnifies the Promoter, all organisers, sponsors and all other persons and organisations associated in any way with this promotion against all claims, damages, liabilities, costs and expenses (including costs on a solicitor-client basis) which the winner may incur arising out of their participation in the promotion and/or participating in the prize, howsoever caused.
22. Except for any liability that cannot be excluded by law, the Promoter (including its officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), 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 Promotion, including, but not limited to, where attributable to any of the following: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected ; (d) any variation in the prize; (e) any tax liability incurred by a claimant or entrant; or (f) use of a prize.
23. The Promoter and its agents collect and hold personal information provided with each entry to be used for the purposes of the promotion and in particular to notify the winners and to verify

the identities of the winners. Failure to provide requested personal information may disqualify a person from being able to receive a prize. All personal information provided by entrants will be held at AA Smartfuel, Level 1, 9 Anzac Street, Takapuna, New Zealand, or at such other place as is notified to the entrant on request. Under the Privacy Act 1993, entrants have the right to access and request correction of their personal information and may do so by sending an email to contact@asmartfuel.co.nz.

24. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.