

BP Rockstar Headphones Promotion

Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions of entry. Entry into the promotion is deemed acceptance of these terms and conditions.
2. The promotion is open to New Zealand residents aged 18 years or over who are registered AA members or registered holders of an AA Smart Fuel card. Employees of the Promoter and any agency involved with this promotion, and the immediate families of such employees, are not eligible to enter.
3. This promotion is limited to BP retail stores that have been invited by the Promoter to participate ("**Participating Store**").
4. The promotional period begins on 16 March 2020 and finishes on 12 April 2020 ("**Promotional Period**").
5. To enter the promotion, purchase any two Rockstar 500mL products ("**Qualifying Products**") in one transaction from a Participating Store during the Promotional Period and swipe your registered AA membership or AA Smart Fuel card.
6. You may enter the promotion as many times as you like, provided that each entry is through a separate purchase of two Qualifying Products in one transaction.
7. There are twenty eight (28) Rockstar branded headphones to be won, each with an RRP of USD \$179 ("**Prizes**"). The Prizes are not transferable, changeable or redeemable for cash.
8. In the event that a Prize, or any part of a Prize, becomes unavailable for any reason beyond the Promoter's control, the Promoter may in its sole discretion decide to provide an alternative prize.
9. There will be one prize draw conducted every day commencing 17 March 2020 and ending 13 April 2020. Each draw will include all eligible entries that were submitted between 12am (midnight) and 11:59pm the previous day at the offices of Radium ('**Agency**'), which has its registered office at Level 3, 10 Hutt Road, and the first (1) valid entry randomly drawn for each draw will be a Prize winner.
10. All winners will be contacted on 13 April 2020, using the contact details associated with their AA membership card or AA Smartfuel card. The winner will be deemed to be the registered owner of the card associated with each winning entry.
11. In the event that the Promoter is unable to contact a winner within seven (7) days of the relevant prize draw, having made reasonable attempts to do so, the Promoter may deem that winner's entry invalid and select a new winner for that Prize.
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 is final on all matters and no correspondence will be entered into.
14. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to: (a) to disqualify any entrant; or (b) to modify, suspend, terminate or cancel the promotion, as appropriate.
15. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

16. Each Prize will be delivered to a residential address within New Zealand that is nominated by the Prize winner.
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 entry 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 compensation, and any copyright will vest in 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. Entries are deemed to be made at the time they are received by the Promoter, not the time they are submitted by the entrant.
21. As a condition of participating in the promotion, each 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 a 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 Agency collects and holds personal information provided by entrants for the purposes of this promotion. 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 by the Agency. Under the Privacy Act 1993, entrants have the right to access and correct any such personal information. Entrants may access and request correction of any of the details about them held by the Agency by sending an email to **[insert email address]**
24. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.