

BP V Snowboard Promotion – July

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 Stores**").
4. The promotional period begins on 6th July 2020 and finishes on 2nd August 2020 ("**Promotional Period**").
5. To enter the promotion, purchase any two V Energy 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. For the avoidance of doubt, V multipacks count as (1) one product.
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 fifteen (15) V branded snowboards to be won, each with an RRP of NZD \$662 ("**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 by random electronic selection at the offices of Radium ('**Agency**'), which has its registered office at Level 3, 10 Hutt Road, Petone, Lower Hutt, Wellington. The Prize draw will take place on the 5th of August 2020. The first valid fifteen (15) entries randomly drawn from all entries received during the Promotional Period will be the Prize winners.
10. All Prize winners will be contacted on the 10th August 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. Neither the Promoter nor the Agency will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the owner of the registered AA Smartfuel or membership card.
11. In the event that (a) the Promoter is unable to contact a winner within seven (7) days of contact first being attempted, having made reasonable attempts to do so, or (b) an ineligible entry is drawn, the Promoter may deem that winner's entry invalid and select a new winner for that Prize 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 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 valid 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. If the promotion is not able to operate as anticipated for any reason, the Promoter may amend, suspend or cancel any aspect of the promotion (including any Prize) at any time in its sole discretion.
20. 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.
21. 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.
22. 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.
23. 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.
24. The Promoter and the Agency collect and hold personal information provided by entrants for the purposes of this promotion, including to contact the winner and facilitate provision of the Prize. 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 Promoter and the Agency. Under the Privacy Act 1993, entrants have the right to request access to and correction of any such personal information. Entrants may access and request correction of any of the details held about them by sending an email to raydarpromotions@gmail.com
25. The Promoter is Frucor Suntory New Zealand, 86 Plunket Ave, Manukau, Auckland 2104, New Zealand. For further information call 0800 332 531.