

BP Gatorade Chilly Bin Promotion Jan 2021 Terms and Conditions

1. Information on how to enter and prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these terms & conditions.
2. The promotion is only open to New Zealand residents aged 18 years or over that hold a registered AA Smartfuel or AA membership card. Employees of the Promoter, 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.
3. This promotion is limited to BP retail stores that have been invited by the Promoter to participate ("**Participating Stores**").
4. The promotion commences at 12.01am on Monday 18 January 2021 and closes at 11.59pm on Sunday 14 February 2021 ("**Promotional Period**").
5. To enter the promotion, purchase any two 1L Gatorade products ("**Qualifying Products**") in one transaction from a Participating Store during the Promotional Period and swipe your AA membership or registered AA Smartfuel 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 fifteen (15) Gatorade branded Chilly Bins with an RRP of \$330 NZD each, filled with 5 cases (60 Bottles) of Gatorade 1L (of the winner's choosing), to be won ("**Prize**"). The Prizes are not transferable, changeable or redeemable for cash.
8. There will be one Prize draw conducted on the 18 February 2021. The first fifteen (15) valid entries randomly drawn from all entries received during the Promotional Period will be the Prize winners. The Prize draw will take place at the offices of Radium ('**Agency**'), which has its registered office at Level 3, 10 Hutt Road.
9. All winners will be contacted in the week commencing 22 February 2021, 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 Agency, the Promoter nor their agents will be responsible in any way for any disputes arising as a result of entries being submitted by persons other than the registered card holder.
10. 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 on the same terms as the original Prize draw.
11. 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.
12. 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 provide an alternative Prize of equal or greater value, in its sole discretion.
13. 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.
14. Except for any liability that cannot be excluded by law, the Promoter and the Participating Stores (including officers, directors, shareholders, employees, advisors, assignees, agents, licensees, representatives, advertising and promotional agencies), exclude 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, unauthorised 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.
15. 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.
16. 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.
17. The Promoter's decision is final on all matters and no correspondence will be entered into.
18. 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.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
20. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
21. 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.
22. Acceptance of a Prize is deemed consent for the Promoter to use the winner's details, including their names, photographs and likeness for promotional, advertising and media purposes. By entering this Promotion, entrants agree to make themselves readily available for this purpose. The ensuing copyright will vest in the Promoter, without any claim to compensation from the entrants.

23. The Promoter and the Agency collect and hold personal information provided by entrants for the purposes of this promotion. For the purposes of notifying the winner and facilitating redemption of the Prize, the Promoter and the Agency may pass the winner's personal details to their agencies and other associated organisations. 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 2020, entrants have the right to request access to and correction of any such personal information. Entrants may request access to and correction of any of the details about them held by the Promoter or the Agency by sending an email to promos@raydar.co.nz
24. The Promoter is Frucor Suntory NZ Ltd, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand. For further information call 0800 332 531.
25. The owners of the Gatorade trademarks, Stokely-Van Camp, Inc. IL, USA are not involved in or responsible for the organisation or conduct of this promotion. All participant inquiries should be directed to the Promoter, and not Stokely-Van Camp, Inc. IL, USA.