

V ENERGY, XBOX AND HALO INFINITE NZ BP PROMOTION

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 and conditions.
2. The promotion is only open to New Zealand residents aged 18 years and over.
3. Employees (and their immediate families) of the Promoter and agencies associated with this promotion are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.
4. This promotion is limited to BP retail stores that have been invited by the Promoter to participate ("**Participating Store**").
5. Entries into the promotion open at **12.01am** on **12/04/2021** and close at **11.59pm** on **09/05/2021** ("**Promotional Period**").
6. To enter, individuals must purchase any two (2) V Energy drink products ("**Qualifying Product**") from a Participating Store during the Promotional Period and swipe their AA Membership or registered AA Smartfuel card at the time of purchase of the Qualifying Product ("**Qualifying Transaction**").
7. Multiple entries permitted, provided that each entry is through a separate purchase of the Qualifying Product. Only one (1) entry is permitted per Qualifying Transaction per day (regardless of the number of Qualifying Products purchased in that transaction).
8. There are a total of five (5) Prizes available to be won. The Prize consists of an Xbox Series X console (valued at NZ\$799.00 RRP), a Halo Infinite Digital Game Code (valued at NZ\$99.00 RRP), a PowerPlay Xbox Series X Dual Charge Station (valued at NZ\$39.00 RRP) and an Xbox Wireless Controller (valued at NZ\$99.00 RRP) ("**Prize**"). A maximum of one (1) Prize may be won by an entrant.
9. The prize RRPs are correct as at the time of drafting these terms and conditions. The Promoter takes no responsibility for any change to the RRP of any prize.
10. Prizes are not transferable, changeable or redeemable for cash.
11. 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.

12. The Prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period on **17 May 2021**. The first five (5) 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.
13. All winners will be contacted week commencing the 17 May 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 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.
14. In the event that an ineligible entry is drawn, or the Promoter is unable to contact a winner within seven (7) days of first attempting to notify the winner, 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. If a winner cannot accept or take part in the prize for any reason, that winner's prize will be void and no compensation will be payable.
15. Winners must provide the Promoter with a valid New Zealand residential delivery address within **7 days** of being contacted by the Promoter. If the Promoter does not receive a winner's valid New Zealand residential delivery address within that period, their prize will be void and no compensation will be payable.
16. Prizes will be delivered to the address nominated by the winner within 31 days of the winner providing the Promoter with a valid New Zealand residential delivery address. Delivery time for any Prize is conditional on the Xbox Series X console and Halo Infinite Game release date, and the availability of the Prize.
17. 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.
18. The Promoter's decision is final on all matters and no correspondence will be entered into.
19. 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.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
22. 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.

23. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
24. 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 the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted by that entrant invalid.
26. To the extent permitted by law, the Promoter and its agents take no responsibility for any failure of any entry to be entered into the promotion due to, without limitation, technical malfunction or human error. The Promoter and its agents are not responsible for late, lost, misdirected or incorrectly submitted entries. Incomplete or indecipherable entries will be deemed invalid.
27. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
28. 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.
29. Except for any liability that cannot be excluded by law, the Promoter 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, 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.
30. The Promoter and the Agency collect and hold personal information provided by entrants for the purposes of this Promotion and for future promotional purposes. 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. Under the Privacy Act 2020, 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 Promoter by sending an email to promos@raydar.co.nz

31. The Promoter is Frucor Suntory New Zealand Limited, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand. Any questions relating to this promotion should be referred to promos@raydar.co.nz.
32. This promotion is in no way sponsored, endorsed, administered by, or the responsibility of, Microsoft Corporation. By entering this promotion, you understand that you are providing your information to the Promoter and not to Microsoft Corporation.