

BP UP&GO™ Makita® cordless power tool kits Promotion (Promotion)

Terms and Conditions

1. Information on how to enter and prizes form part of these terms and conditions (**Terms & Conditions**). Entry into the Promotion is deemed acceptance of the Terms & Conditions.
2. The Promotion is only open to New Zealand residents who are registered AA members or registered holders of an AA Smartfuel Card. 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 Promotion commences at 12.01am on 27th September 2021 and closes at 11.59pm on 25th October 2021 (**Promotional Period**).
4. To enter the promotion, purchase any UP&GO™ liquid breakfast branded products (**Qualifying Products**) from a participating BP Connect or BP 2go Service Station (**Participating Stores**) in one transaction during the Promotional Period, and swipe an AA Membership or registered AA Smartfuel card at the time of purchase (**Qualifying Purchase**).
5. You may enter 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 five (5) prizes of Makita 6-piece Combo Kits with an RRP of \$1,880.00 each to be won. Makita® and its distributors are not affiliated with this promotion in any way.
7. The prizes are not transferable, changeable or redeemable for cash.
8. The winners will be drawn at 12.00pm on Thursday 28th October 2021 at the offices of Radium, which has its registered office at Level 3, 10 Hutt Road, Lower Hutt. The Prizes will be awarded to the first 5 valid entries randomly drawn from all eligible entries. Each winner will receive 1 prize each.
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. In the event that a winner is under 18 years old, the prize may be awarded to that Winner's parent or guardian, in the sole discretion of the Promoter.
11. 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.
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 may draw additional reserve entries and record them in case an invalid entry or ineligible entrant is drawn, the prize is forfeited, or if the Promoter is unable to contact the winner within seven days of the prize draw, having made reasonable attempts to do so.
14. 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.
15. 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 or participation in a prize.

16. The Promoter's decision is final on all matters and no correspondence will be entered into.
17. 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.
18. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
19. The Promoter reserves the right, at any time, 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.
20. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
21. Acceptance of a prize is deemed consent for the Promoter to use the Winner's name, photograph and likeness for promotional and media purposes without compensation, and any copyright will vest in the Promoter. Winners agree to make themselves reasonably available for this purpose.
22. 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@aasmartfuel.co.nz.
23. The Promoter is Frucor Suntory NZ Ltd, 86 Plunket Avenue, Wiri, Manukau, Auckland, New Zealand.