

Festive Summer Giveaway Major Trade Promotion

Schedule of Promotion Details

This Schedule sets out the details of **United Petroleum and Quickstop's P13, 2024 – Festive Summer Giveaway Major Trade Promotion**. This Schedule of Promotion Details (**Schedule**) must be read together with the attached Terms and Conditions of Entry (**Terms**). By submitting an entry into the Promotion, the entrant warrants that they have read, understood and accepted the Schedule and Terms.

Business Days	A day that is not a Saturday, Sunday or public holiday in Victoria.
Claim Instructions	Upon receipt of the Winner Notification, the Promotion Winner(s) must notify the Promoter whether they elect to receive the Promotion Prize by mail, courier or by collection by the Promotion Winner(s) from the Promoter at the Draw Location within the Unclaimed Period.
Draw Date	Weekly Prizes: Thursday, 12 December 2024 – 01:00pm AEST Thursday, 19 December 2024 - 01:00pm AEST Monday, 30 December 2024 - 01:00pm AEST Monday, 6 January 2025 - 01:00pm AEST Major Prize - Monday, 13 January 2025 - 01:00pm AEST
Draw Details	There will be thirty (30) prize draws conducted by the Promoter for this Promotion at the Draw Location on the Draw Date.
Draw Location	United Petroleum Pty Ltd Level 2 9 McKechnie Drive Eight Mile Plains QLD 4133
Eligible Person(s)	Any United Petroleum or Quickstop customer, who is not a minor, who makes an Eligible Purchase at a Store Location during the Promotional Period.
Eligible Purchase	<ul style="list-style-type: none">• Purchases of \$10.00 AUD or more in a single transaction at a Store Location during the Promotional Period, not including fuel only purchases.• The customer will be required to enter the valid receipt number from the proof of purchase to enter the competition online. Detailed instructions on how to enter are located on the How to Enter card provided by the console operator in store at the Store Locations.• The Promoter does not warrant that participating promotional products will be always available in Store Locations during the Promotional Period.
Entry Procedure	To enter the Promotion, the Eligible Person must visit the competition website through the link and/or QR code provided on the store receipt or displayed collateral and enter their contact details and proof of purchase particulars in the fields provided.
Game Type	This is a game of chance.
Method of Draw	Electronic Draw System.
Multiple Entries	An Eligible Person may enter the Promotion as many times as they like, with multiple receipt numbers and are eligible to win multiple prizes in respect of Eligible Purchases, provided they meet the requirements for entry in respect of each entry made.
Permit Number(s)	NSW – NTP/11570 ACT – TP 24/02636 SA – T24/2014
Preparation Date	Monday, 30 September 2024.
Prize Claim Date	Friday, 17 January 2025.



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Prize Details	<p>The Promotion Winner(s) noted in the Draw Details will each receive:</p> <p>Weekly Prizes</p> <ul style="list-style-type: none"> • One (1) of twenty (20) x \$250.00 United Fuel Cards valid for three (3) years from date of activation. • Fuel cards cannot be redeemed for cash. • Total Major Prize value is \$5,000.00 (inclusive of GST). • Valid for use at any United Petroleum and Quickstop location as found on the United website - https://www.unitedpetroleum.com.au/service-stations/ <p>Major Prize</p> <ul style="list-style-type: none"> • One (1) x ten (10) x \$2,000.00 (inclusive of GST) gift vouchers from RedBalloon. • Total Major Prize value is \$20,000.00 (inclusive of GST). <p>Please note carefully:</p> <ul style="list-style-type: none"> • RedBalloon E-Gift Cards are provided to the promotion winners by RedBalloon Australia and will be provided to the winners via email once their entry has been validated. • RedBalloon E-Gift Cards are valid for five (5) years from date of activation. • The promotion winners must redeem the entire RedBalloon E-Gift Card with via the RedBalloon – www.redballoon.com.au • For full terms and conditions, refer to https://help.redballoon.com.au/s/article/Terms-and-Conditions
Promoter	<p>United Petroleum Pty Ltd ACN 085 779 255 600 Glenferrie Rd Hawthorn VIC 3122</p>
Promotion	The trade promotion described in this Schedule.
Promotion Name	United Petroleum and Quickstop's P13, 2024 – Festive Summer Giveaway Major Trade Promotion
Promotion Period	Promotion commences Thursday, 5 December 2024 at 00:01am AEST and ends on Wednesday, 1 January 2025 at 11:59 pm AEST .
Promotion Winner(s)	Eligible Person(s) drawn from the entries in accordance with the Draw Details.
Publications	All Promotion Winners last name, first initial and postcode will be published on Friday, 17 January 2025 on the United Petroleum website - www.unitedpetroleum.com.au .
Quickstop	<p>Quickstop by United Petroleum ABN 52 995 832 068 600 Glenferrie Rd Hawthorn VIC 3122</p>
RedBalloon	<p>RedBalloon Pty Ltd ABN 13 097 376 442 50 Carrington St Sydney NSW 2000</p>
RedBalloon E-Gift Cards	RedBalloon Gift Cards purchased from redballoon.com.au which are redeemable with RedBalloon Pty Ltd ABN 13 097 376 442.
Relevant State(s)	All States
Store Location(s)	All United Petroleum Quickstop retail stores. For a full list of United Petroleum and Quickstop retail store locations, visit https://www.unitedpetroleum.com.au/service-stations
Total Prize Pool	The total prize pool in this Promotion is \$25,000.00 (inclusive of GST).



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Unclaimed Period	Three (3) months from the Prize Claim Date.
Unclaimed Prize Redraw	If a Promotion Winner fails to provide Claim Instructions to the Promotor during the Unclaimed Period, the Promoter will conduct an unclaimed prize redraw at the Draw Location at 11:00am AEST on Wednesday, 9 April 2025 which include all Eligible Persons excluding previous Promotion Winners.
United Petroleum	United Petroleum Pty Ltd ACN 085 779 255 600 Glenferrie Rd Hawthorn VIC 3122
Winner Notification	The Promotion Winner will be notified in writing within two (2) Business Days of the Draw Date.

Terms and Conditions of Entry

1 General

1.1 These Terms and Conditions of Entry (**Terms**) incorporate and must be read together with the Schedule of Details (**Schedule**) for the Promotion. The Schedule prevails to the extent of any inconsistencies with these Terms.

1.2 Entry into the Promotion is deemed acceptance of the Terms and the Schedule.

1.3 This Promotion is run by the Promoter, who is an authorised Commission Agent (CA) for United Petroleum itself or a related bodies corporate of United Petroleum.

2 Permits

The Permit Number(s) (if applicable) have been obtained by the Promoter to operate this Promotion in the Relevant State(s) and are displayed where required on all promotional collateral including the website and listed above in the Schedule.

3 Interpretation

Unless the contrary intention appears:

- (a) any capitalised word and/or terms used in these Terms have the meaning given in the Schedule or as otherwise defined in these Terms; and
- (b) a reference in these Terms to the word "person" includes an individual, a firm, a body corporate, a partnership, a joint venture, an unincorporated body or association, or any government agency or entity.

4 Entry

4.1 The Promotion will be conducted during the Promotion Period.

4.2 This Promotion is only open to Eligible Persons residing in the Relevant State(s) that complete an Eligible Purchase during the Promotion Period and submit their entry in accordance with the Entry Procedure (**Eligible Entry**).

4.3 All entries become the property of the Promoter upon submission and will not be returned to entrants. The Promoter and/or United Petroleum, Quickstop, or

Pie Face accept no responsibility for late, lost, or misdirected entries.

4.4 Once an entry is submitted, the entrant cannot alter, delete, or modify their entry.

4.5 An entry is not an Eligible Entry and is deemed invalid by the Promoter and/or United Petroleum, if the entry is:

- (a) not completed in accordance with these Terms;
- (b) not submitted in accordance with the Entry Procedure;
- (c) incomplete, indecipherable or illegible;
- (d) computer generated or generated using other automated means;
- (e) not received by the Promoter within the Promotion Period;
- (f) is submitted by a person who is not an Eligible Person;
- (g) submitted by persons who are Employees or Immediate Families of the Promoter and/or United Petroleum, their associated agencies and companies or any organisation or individual associated with the Promoter, United Petroleum, and the provision of the Promotion Prize, are ineligible to enter this promotion.

For the purposes of this clause "**Immediate Families**" means any of the following: spouse, ex-spouse, de-facto spouse, child or stepchild (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or first cousin.

4.6 The Promoter and/or United Petroleum is not required to assess or scrutinise each Eligible Entry, however, any entry including that of a Promotion Winner may be assessed and scrutinised at the sole discretion of the Promoter and/or United Petroleum, Quickstop, and/or Pie Face for the purpose of determining whether it is an Eligible Entry.

4.7 Entries must be received by the Promoter during the Promotion Period. Email and electronic entries (if allowed under the Entry Procedure) are deemed to have been received at the time of receipt into the



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Promoter's database and not at the time of transmission by the entrant.

4.8 If an Eligible Entry is invalid or if an entrant is unable or refuses to take part in any element of this Promotion, the Promoter reserves the right to discard that entrant's entry and proceed as if that entrant had not entered the Promotion.

4.9 If for any reason, the Promoter becomes aware after an entrant has won the Promotion Prize that the entrant has not complied with these Terms or that their entry is otherwise invalid, that entrant will have no entitlement to the Promotion Prize, even if the Promoter has announced them as a Promotion Winner and that entrant will be required, at the direction of the Promoter, to return, refund or otherwise make restitution of the Promotion Prize.

4.10 Any Eligible Entry submitted that contains or is deemed by the Promoter as containing any illegal, immoral and/or defamatory material or activity of any sort or socially unacceptable acts or activities will be immediately disqualified from this Promotion and/or reported to any relevant authority as determined by the Promoter in their discretion.

4.11 By submitting an Eligible Entry, the entrant agrees to provide the Promoter with a licence to use for any publicity or marketing campaign by the Promoter or its associated entities, in any media whatsoever, without any entitlement to royalties or compensation by the entrant.

4.12 Failure by the Promoter and/or United Petroleum to enforce any of its rights at any stage does not constitute a waiver of those rights.

5 Multiple Entries

If the word:

(a) 'Yes', appears alongside Multiple Entries in the Schedule, then an Eligible Person may submit more than one (1) Eligible Entries in this Promotion. Each and every Eligible Entry is subject to the Entry Procedure; or

(b) 'No', appears alongside Multiple Entries in the Schedule, then an Eligible Person may not submit more than one (1) Eligible Entry in this Promotion. Only the first Eligible Entry received by the Promoter will be entered into the Promotion and any subsequent, additional, or further Eligible Entries submitted by the same Eligible Person will not be accepted by the Promoter and shall be deemed invalid.

6 Minors

6.1 If minors (being persons under the age of 18 years at the time of submission of an entry) are eligible to enter this Promotion as noted under the Eligible Persons in the Schedule, then minors may only enter this Promotion if they have obtained their parent's or guardian's consent to enter this Promotion and the minor's parent or guardian agrees to be bound by and provide such consents and indemnities as noted in these Terms on their and their minors' behalf.

6.2 If a Promotion Winner is a person under 18 years of age, the Promotion Prize shall be awarded to their parent or guardian.

7 Promotion Prizes

7.1 The prize(s) in this Promotion are specified in the Prize Details (**Promotion Prize**). The prize(s) are subject to any restrictions specified in the Schedule.

7.2 The total prize pool for this Promotion is specified in the Schedule.

8 Conditions for accepting the Promotion Prize

8.1 As a condition of accepting the Promotion Prize in this Promotion, a Promotion Winner must sign any legal documentation in the form required by the Promoter in their absolute discretion, including but not limited to, a statutory declaration confirming the Promotion Winners' compliance with these Terms and eligibility to accept the Promotion Prize and/or a legal release and indemnity form.

8.2 The Promotion Prize must be taken as offered and cannot be varied unless authorised by the Promoter. The Promotion Prize value includes GST (unless stated otherwise) and is in Australian dollars and is correct at the Preparation Date. The Promotion Winner agrees that the Promoter is not responsible for any variation in the Promotion Prize value.

8.3 The Promoter's decision is final, and no correspondence will be entered into.

8.4 The Promotion Prize (or any part of the Promotion Prize) is not transferable, exchangeable, or redeemable for cash. Prizes cannot be sold to a third party including via online auctions or private sales. An unused portion of any Promotion Prize will be forfeited, and no compensation will be paid in lieu of that element of the Promotion Prize.

8.5 The Promotion Prize may be subject to further terms and conditions from third parties which are beyond the control of the Promoter and the Promotion Winner accepts those further terms and conditions (if applicable) as a condition of accepting the Promotion Prize.

8.6 All warranty and/or other defective claims in relation to the Promotion Prize or any component of the Promotion Prize, must be made directly with the manufacturer of the Promotion Prize only.

8.7 If requested by the Promoter, any entrant or Promotion Winner (and their companion(s), if applicable) (or if an entrant, Promotion Winner or companion is not an adult, their parent or guardian) must sign an indemnity and exclusion of liability form (provided by the Promoter and/or United Petroleum) in favour of all parties involved in this Promotion and/or providing any prize in this Promotion, including the Promotion Prize, prior to undertaking any specified activities forming part of the Promotion Prize, acceptance or use of any prize or the Promotion Prize itself. If any entrant, Promotion Winner, nominated companion and/or parent/guardian (if applicable) does not sign the indemnity form provided



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by the Promoter and/or United Petroleum, within the time requested by the Promoter, the relevant entrant's or winner's entry or claim will be deemed invalid. Where a Promotion Winner's entry or claim is deemed invalid, the Promotion Prize will be deemed unclaimed, and the Promoter has a right to re-draw the Promotion Prize in accordance with the Unclaimed Prize Redraw in the Schedule.

8.8 Subject to the approval process required by any relevant gaming or lotteries authority, in the event that any prize item or the Promotion Prize is unavailable despite the Promoter's reasonable endeavours to procure within Australia, the Promoter reserves the right to substitute a different prize item of equal or greater value or in its discretion substitute for a cash amount being equal to the value of the prize item, subject to any written directions from any relevant regulatory, judicial or government authority.

9 Promotion Draw

9.1 The prize draw(s) (if applicable) will be conducted in accordance with the Draw Details. The Promotion Prize on offer in this Promotion will be awarded to the Eligible Entry or Eligible Entries (as applicable), selected in accordance with the Method of Draw.

9.2 Where the Method of Draw is noted in the Schedule as an 'Electronic Draw System' the Promoter gives notice that Promotion winner will be selected via the Electronic Draw System licensed to the Promoter from a third party and having the following Permit Approvals.

(a) South Australia – Approval Number 959; and

(b) New South Wales – Approval Number 525.

9.3 Promotion Winner(s) will be notified in accordance with Winner Notification and Publications as specified in the Schedule.

9.4 The Promoter, United Petroleum, and the companies and agencies associated with this Promotion may at their discretion (or if required to comply with various legislation governing this Promotion) publish the name and State or Territory of Promotion Winner(s) in the Publications and/or any other newspaper and/or trade or industry publication and/or website(s) and/or social media page(s).

9.5 The notification in accordance with clause 9.3 to Promotion Winner(s) may include instructions as to how the Promotion Winner is to claim the Promotion Prize and establish his/her entitlement to it. Eligible Persons may be required to verify their identity as the Promotion Winner of a prize draw. The Promoter reserves the right in its sole discretion to verify the validity of entries and to disqualify any entrant or Eligible Entry, who tampers with the entry (or voting process), or who submits an entry or Eligible Entry which is not in accordance with these Terms, or who the Promoter has reason to believe has breached any of these Terms, or has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion.

9.6 The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

9.7 If a Prize Claim Date is set in the Schedule, the Promotion Prize is not available for delivery or collection (in accordance with the Claim Instructions) until this date.

9.8 In the event that the Promotion Prize (or any Promotion Prize, if multiple) remains unclaimed for the Unclaimed Period (for any reason), upon the expiration of the Unclaimed Period, the entry will be deemed invalid and the Promoter will undertake a promotion redraw, or redraws (depending on the number of Promotion Prizes unclaimed) in accordance with the Unclaimed Prize Redraw, subject to any directions given by any relevant authority.

9.9 The Promotion Prize or some or all components of the Promotion Prize on offer under this Promotion may require shipping to the Promotion Winner, which in such case shall be mailed or couriered directly to the address submitted in the Promotion Winners' entry, at the cost and expense of the Promoter.

9.9 The Promoter and its associated and related bodies corporate will not be liable for any damage or delay in transit to Promotion Prizes. Promotion Winner(s) should allow 28 days for delivery of their Promotion Prize.

10 Entry Verification

10.1 All entries to the Promotion may be subject to verification by the Promoter. An entrant, including the Promotion Winner, may be requested to deliver to the Promoter (by a means determined by the Promoter) copies of any documents the Promoter may request establishing eligibility to enter or win, including evidence of age, residence or identity, the receipt of purchase for the Eligible Entry. The Promoter may make one or more requests for such documents. An entrant must deliver requested copies of such documentation within seven (7) days of being asked to do so by the Promoter, failing which the entry may be deemed to be invalid at the absolute discretion of the Promoter. At the Promoter's request, a Promotion Winner must also, within seven (7) days of being asked, allow the Promoter to inspect and copy the original of any such document, failing which the entry may be deemed to be invalid at the absolute discretion of the Promoter.

10.2 The Promoter may, at their absolute discretion, declare any or all entries and/or Eligible Entries made by an Eligible Person invalid if the Eligible Person:

- (a) fails to establish their entitlement to enter the Promotion to the Promoter's satisfaction; or
- (b) produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or
- (c) in the Promoter's opinion, tampers with the Entry Procedure or process or benefits from such tampering; or

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(d) in the Promoter's opinion, submits an entry which is not in accordance with these Terms.

10.3 Any attempt to cause damage to the reputation of the Promoter, to any website associated with the Promoter and/or United Petroleum or the information on any website associated with this Promotion, otherwise owned, or utilised by the Promoter and/or United Petroleum, or to otherwise undermine the fair and legitimate operation of this Promotion may be a violation of criminal and civil laws. The Promoter and United Petroleum reserve the right to seek damages to the fullest extent permitted by law in the event that any such attempt is made, whether or not that attempt results in any such damage, interference, or undermining.

11 Internet Entries

11.1 Any costs associated with accessing the Promotion website are the sole responsibility of the Eligible Person seeking access.

11.2 Each Eligible Person must enter their internet entries manually online using a compatible internet browser. The Promoter may reject internet entries if it reasonably forms the opinion that the online form and/or entry have been entered using automated entry means or by use of a competition entry service.

12 Privacy

12.1 In entering this Promotion, each entrant and Eligible Person will be required to provide personal information to the Promoter. All personal information will be handled by the Promoter in accordance with the Promoter's privacy policy, see <https://www.unitedpetroleum.com.au/privacy-policy/> for full details.

12.2 If an entrant to this Promotion does not provide the personal information requested by the Promoter, they may not participate in the Promotion (except where the provision of that information is expressed in writing to be optional).

12.3 Entrants must, at the Promoter's reasonable request, participate in all promotional and editorial activity (such as publicity and photography) surrounding this Promotion or the winning of the Promotion Prize, free of charge, and they consent to the Promoter and their related bodies corporate using their name and image in promotional material. Without limitation, entrants consent to being broadcast, filmed, photographed, or otherwise recorded without compensation while participating in this Promotion, or in taking or using any prize, including the Promotion Prize and they consent to the Promoter repeating any such broadcast, film or other recording at any time. Entrants also consent to the Promoter submitting for use such broadcast, film, photograph or other recording to the Promoter's contractors, agents and related bodies corporate.

12.4 Entrants consent to the Promoter and/or United Petroleum using the entrant's name, likeness, image and/or voice in the event they are a Promotion

Winner in this Promotion (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter, both now and in the future.

12.5 In addition to the Promoter's privacy policy, it is expressly noted that the Promoter will:

(a) disclose entrant's personal information to its contracted third parties and agents to assist in conducting this Promotion and to communicate with entrant's and with State and Territory lottery departments; and

(b) publish and retain the Promotion Winners' names and other relevant details as required under any relevant legislation.

13 Promoter's Liability

13.1 The Promoter and/or United Petroleum accept no responsibility for any tax implications that may arise from the prize winnings on offer in this Promotion. Independent financial advice should be sought. Where the operation of this Promotion results in, for GST purposes, supplies being made for non-monetary consideration, entrants agree to follow the Australian Taxation Office's stated view that where the parties are at arm's length, goods and services exchanged are of equal GST inclusive market values.

13.2 The Promoter and/or United Petroleum will not be liable for any loss or damage or for any personal injury sustained as a result of any use of any of the Promotion Prize (or any other prize) awarded via this Promotion. To the extent permitted by law, the Promoter and/or United Petroleum is not liable for any loss suffered to person or property by reason of any act or omission, deliberate or negligent, by the Promoter, United Petroleum or its employees or agents or their related bodies corporate, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Promotion Winners and, where applicable, to any persons accompanying the Promotion Winners.

13.3 The Promoter and/or United Petroleum does not take any responsibility for the Promotion Prize awarded in this Promotion from being lost, stolen, damaged, or destroyed in transit to the Promotion Winner(s).

13.4 The Promoter and/or United Petroleum will not be liable for any loss or damage or for any personal injury sustained as a result of taking the Promotion Prize. The Promoter and/or United Petroleum make no representations or warranties as to the quality, suitability, fitness for purpose or merchantability of any goods or services offered as prizes, including the Promotion Prize. To the extent permitted by law, the Promoter and/or United Petroleum is not liable for any loss suffered to persons or property by reason of any act or omission, deliberate or negligent, by the Promoter, United Petroleum or its employees or



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agents or their related bodies corporate, in connection with the arrangement for the supply, or the supply, of goods and services by any person to the Promotion Winner and, where applicable, to any persons accompanying the Promotion Winner.

13.5 If for any reason the conduct or operation of this Promotion is interfered with or disrupted in any way (including by fraud, unauthorised intervention, vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence this Promotion, subject to the approval of any Australian State or Territory Government bodies regulating this Promotion. If the Promotion is not capable of being run as planned, for reasons outlined above, the Promoter will not be liable for and the entrant releases the Promoter for any claim for loss or damage of any kind arising out of any resultant action taken by the Promoter and/or United Petroleum.

13.6 Nothing in these Terms limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the *Competition and Consumer Act 2010*, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("**Non- Excludable Guarantees**"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and United Petroleum (including its officers, employees, agents and related bodies corporate) 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 this Promotion.

13.7 To the full extent permitted by law, the Promoter and United Petroleum, their associated companies and agencies and all those entities' personnel (the "**Relevant Parties**") exclude all liability for any loss (including any damage, claim, injury, cost or expense) whatsoever, which is suffered or incurred by any entrant and/or Promotion Winner arising out of or otherwise in connection with this Promotion or the Promotion Prizes awarded in this Promotion, including:

- (a) any direct, indirect, special, economic or consequential loss;
- (b) any loss of opportunity;
- (c) any loss arising from or contributed to by any act or omission, deliberate or negligent, by the Relevant Parties; and
- (d) any liability for personal injury or death, whether arising out of, or otherwise in connection with:
 - (i) the arrangement for the supply, or the supply, of goods and services by any person to the Promotion Winner and, where applicable, to any persons accompanying the Promotion Winner; or
 - (ii) the Promotion; or

- (iii) the Promotion Prizes awarded in this Promotion; or
- (iv) use of a prize awarded under this Promotion, including the Promotion Prize.

13.8 If other entities are conducting the Promotion in conjunction with the Promoter, the Promoter is not liable for and the entrant irrevocably releases the Promoter for any claim in relation to any error made by the other entity when communicating details of the Promotion, the entry process, the prize draw, the prize, determination of the Promotion Winner and promoting the Promotion.

13.9 The Promoter may at its absolute discretion prohibit an entrant's participation in this Promotion, cancel or suspend a prize or cease to provide any prize to a Promotion Winner if the entrant or Promotion Winner or any companion(s) are, in the reasonable opinion of the Promoter and/or United Petroleum, under the influence of alcohol or drugs, behaving aggressively, disruptively, or in a manner which may diminish the good name and reputation of the Promoter or its products and brands, or are engaging in conduct that is misleading, deceptive, contrary to law or is otherwise inappropriate.

13.10 Entrants acknowledge and agree that the Related Entities:

- (a) are not responsible for unsuitable, lost, deleted, late or misdirected entries;
- (b) are not responsible for technical difficulties with the entry mechanism; and
- (c) do not warrant that the entry mechanism will be available at all times.

14 No Waiver

Failure by the Promoter to enforce any of its rights under these Terms at any stage does not constitute a waiver of those rights.

