

## UNITED PETROLEUM- SPIN TO WIN

The following terms and conditions (**Terms and Conditions**) apply for your chance to win the prizes on offer (the **Promotion**). By submitting an entry into the Promotion, the entrant warrants that they have read, understood and accepted these Terms and Conditions.

1. The promoter of the Promotion is United Petroleum Pty Ltd ACN 085 779 255 whose premises are at, 600 Glenferrie Rd, HAWTHORN VIC AUSTRALIA 3122 (**Promoter**).
2. The Promotion commences at 12.01am Monday 13<sup>th</sup> July 2020 and concludes at 11.59pm Wednesday 12<sup>th</sup> August 2020 (**Promotional Period**). Entries are deemed received at the time of receipt by the Promoter in its promotional database and not at the time of transmission by the entrant.
3. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including any entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions, who tampers with the entry process or who submits an entry that the Promoter, in its sole discretion, deems to be offensive, inappropriate, defamatory or otherwise not in keeping with the spirit of the Promotion.
4. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. Incomplete, indecipherable, or illegible entries will be deemed invalid.
5. A person may enter the Promotion as many times as they like, with multiple receipt numbers and can be eligible to win multiple prizes during the Promotional Period, provided they meet the requirements for entry in respect of each entry made.
6. To enter customers must purchase, in one transaction, fuel and one (1) participating promotional product highlighted in store at selected United Petroleum Sites. The customer will then be given a scratch card with a unique barcode and details on how to register online. Participating products in the Promotion include:

- 6.1. M&M's, Pods & Maltesers Bites 130-180g
- 6.2. M&M's & Malteser Blocks 146-155g
- 6.3. Dare 750ml Iced Coffee
- 6.4. V Green 500ml 4Pack/V Green 250ml Singles
- 6.5. All Optus Sim cards
- 6.6. Cadbury Medium Bars 40-60g
- 6.7. Cadbury Family Blocks 180g
- 6.8. OAK 600ml
- 6.9. Sports Gatorade 1L/ Pepsi 1.25/Schweppes 1.25
- 6.10. Telstra Sim Cards- \$2 sim card
- 6.11. Telstra- \$10 Telstra Lite Handset
- 6.12. All Power UP batteries
- 6.13. All Walk N Talk and Fuse brands
- 6.14. Red Rock Deli 80- 90g
- 6.15. Kinder Beuno 43g & Tic Tac 24g (Counter Box)
- 6.16. Thins , Cheezels, CC's 90g
- 6.17. Maxibon Ice Cream 155g
- 6.18. Lollyco 130-160g

- 6.19.SodaKING Co2 Cylinders- swap/ exchange or buy outright
- 6.20.Little Trees Air Freshener excluding extra strength
- 6.21.Redbull 473ml
- 6.22.White Knight Sanitiser 500ml

7. The customer must register at [unitedpetroleum.com.au/spintowin](http://unitedpetroleum.com.au/spintowin) here they will need to enter the unique barcode provided by the console operator, their contact details and the receipt number from their proof of purchase. Prizes are an instant win and will be generated when the unique barcode is entered on the landing page.

8. Entry will be considered only if the fields within the advertised landing page are completed in full with a unique barcode, valid receipt number and the entry is received prior to the conclusion date as detailed.

9. The instant win prizes are one of 4,000 United Petroleum Gift Cards, in values of \$20, \$30 and \$40. The total promotion prize pool value is \$101,000. The total prize pool of \$101,000 will be made up of the following vouchers. Two thousand five hundred (2,500) \$20 vouchers, one thousand (1000) \$30 vouchers and five hundred (500) \$40 vouchers. There will also be a second chance draw which will be an entry to win the major prize of a \$1,000 voucher. The gift cards are subject to the United Petroleum gift card Terms and Conditions (listed below).

#### **United Petroleum Gift Card Terms and Conditions**

9.1. These terms and conditions apply to the United Gift Card product and were last updated on the 14 February. At time of acquiring the United Petroleum Gift Card, you are accepting and agreeing to the terms of use and conditions of this card set out herein. Additionally, you are agreeing to the terms and conditions of United Petroleum.

#### **Using a Gift Card**

9.2 The Gift Card can be used at any United Petroleum site Australia Wide.

9.3 The card will be activated by head office. Prior to this the card holds no value.

9.4 Cash advances cannot be withdrawn from this card.

9.5 Balance enquires can be provided by asking in store or by calling Customer Service on:

1300 FUEL UP (1300 383 587)

#### **Expiry Date**

9.6 Cards will be valid for 36 months from the date of issue. The Card is not valid for use after the expiry date and any purchase sought to be made with the Card after expiry will be declined

9.7 Unused value on the card after expiry will not be refunded or credited.

#### **Fees and Charges**

9.8 There are no fees or charges associated with the Gift Card.

#### **Resale**

9.9 Resale of the United Gift Card is strictly prohibited.

### **Cash Advances or Refunds**

9.10 It is not possible to exchange your Gift Card for any other gift or service at a United Petroleum site.

9.11 Once acquired the Gift Card cannot be cancelled or refunded.

### **Liability**

9.12 Once received by the customer, United Petroleum is not liable for the card.

9.13 The card is to be treated like cash. Damaged, defaced, altered, lost or stolen cards will not be replaced, refunded or redeemed.

### **Changes of Terms of Use**

9.14 United Petroleum may add or change terms of use and conditions at any time.

These additions or changes will be available online when changed.

For further information on the card or to check balance remaining on the card, please call

1300 FUEL UP (1300 383 587) or ask in store.

10. The instant win prizes will be randomly generated, once the unique barcode is entered by the customer. The Promotion Winners will be notified via the webpage when the instant prize is generated

11. The Promotion Winners will be provided with an e-gift card to the value generated on their webpage (Prize).

12. The only persons who may enter and be awarded prizes are Australian residents over the age of 18 who are not employees of the Promoter or the immediate family of such employees. "Immediate family" means spouse, parent, child or sibling, whether or not they live in the same household as the employee. (Eligible Entrant).

13. If any Promotion Winner is not an Eligible Entrant, the prize will be deemed forfeited.

14. Prizes, or any unused portion of a prize, are not transferable or exchangeable and the Promotion Winners are advised that tax implications may arise from their Promotion winnings and they should seek independent financial advice prior to the acceptance of a prize.

15. Other than any liability that cannot be excluded by law (including the Australian Consumer Law), the entrant releases the Promoter from, and the Promoter is not liable for, any loss or damage that is suffered (including but not limited to indirect or consequential loss), or for any personal injury suffered or sustained, arising in any way out of participation in the Promotion, including but not limited to, loss or damage arising as a result of the following;

i. receiving, accepting or using the Prize;

ii. any technical difficulties or equipment malfunction (whether or not under the Promoter's control);

iii. any theft, unauthorised access or third party interference;

iv. any entry that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; and

v. any tax liability incurred by a Prize winner or Eligible Entrant

16. By entering this Promotion, each entrant acknowledges and agrees that:

- i. they will at all times conduct themselves in a proper manner, having consideration for other Eligible Entrants, the Promoter and any other person; and
- ii. they indemnify the Promoter for any damage, loss, cost or expense caused to any third party, property, any person or otherwise (Relevant Cost) as a result of their actions or omissions during and related to the conduct of the Promotion and must promptly pay any Relevant Costs to the Promoter (or any other relevant person) on demand.

17. As a condition of participation in the Promotion, each Eligible Entrant may be required to sign legal documentation as and in the form required by the Promoter in their absolute discretion, including but not limited to a legal release and indemnity form.

18. Entries will be deemed to be accepted at the time of receipt by the Promoter and not at the time of transmission by the entrant. The Promoter is not liable for any delays in the processing of information or for late, lost or miscalculated entries. If for any reason the Promotion is not capable of running as planned, including but not limited to reasons due to computer viruses, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this Promotion, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion, subject to any written directions under State or Territory legislation.

19. The Promoter collects personal information about entrants (whether Eligible Entrants or otherwise) to include entrants in the Promotion and where appropriate, award Prizes. If any information requested by the Promoter is not provided, the Entrant may not participate in the Promotion. By entering the Promotion, each entrant agrees that the Promoter may disclose an entrants' personal information to State and Territory lottery/gaming departments, and that the winner's name and locality will be published as required under the relevant lottery/gaming legislation. A request to access, update or correct any personal information should be directed to the Promoter in writing at its premises.

20. The prizes remain subject to availability.

21. If an Eligible Entrant is unable to or refuses or fails to take part in any element of this Promotion, or a winning entry is deemed not to comply with these Terms and Conditions, the Promoter reserves the right to discard that Eligible Entrant's entry and proceed as if that entrant had not entered the Promotion (whether they are an Eligible Entrant or otherwise).

22. Each entrant consents to the Promoter using (or permitting authorised third parties to use) the entrant's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period of time without remuneration for the purpose of promoting this Promotion (including any outcome), the Promoter and or products/services supplied by the Promoter.

23. An unclaimed draw must partake at a minimum of 3 months after the initial draw date. Distribution of unclaimed prized will be re drawn and distributed on 12<sup>TH</sup> November 2020.

24. These Terms and Conditions are subject, where appropriate, to State and Territory legislation. If any term infringes any law applicable to it and is as a consequence illegal, invalid or unenforceable then:

- i. Where the offending term can be read down so as to give it a valid and enforceable operation of a partial nature it must be read down to the extent necessary to achieve that result; and
- ii. In any other case, the offending provision must be severed from these Terms and Conditions in which even the remaining terms operate as if the severed term had not been included.

25. Permit numbers NSW (LTPS/) SA (T19/) ACT (T19/)