

## TIP TOP BP PROMOTION 2023

### 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 that hold a registered AA Smartfuel or AA membership card.
3. Employees of the Promoter and BP Oil New Zealand Limited, and their immediate families, as well as the owners, managers, and staff of each Participating Store (as defined below) are ineligible to enter. Employees of AA Smartfuel Limited or The New Zealand Automobile Association Incorporated, and their immediate families, are also ineligible to enter.
4. This promotion is limited to BP retail stores that have been invited by the Promoter to participate, which display promotional material advertising this promotion during the Promotional Period (**“Participating Store”**).
5. Entries into the promotion open at **12.01am** on **26/07/2023** and close at **11.59pm** on **19/09/2023** (**“Promotional Period”**).
6. To enter, individuals must purchase any qualifying Tip Top Icecream (**“Qualifying Products”**) in a single transaction from a Participating Store during the Promotional Period and scan their registered AA Smartfuel or AA Membership card at the time of purchase of the Qualifying Products (**“Qualifying Transaction”**).
7. Multiple entries permitted, provided that each entry is through a separate purchase of two Qualifying Products in one transaction during the Promotional Period. Only one (1) entry is permitted per Qualifying Transaction per day (regardless of the number of Qualifying Products purchased in that transaction).
8. Qualifying products (**“Qualifying Products”**) for this promotion include:

Memphis Meltdown Gooey Caramel  
Memphis Meltdown Gooey Raspberry  
Memphis Meltdown Big Hokey  
Memphis Meltdown Big Bikkie  
Memphis Meltdown Big White Bikkie  
Trumpet Colossal Cookies and Cream  
Trumpet Colossal Butterscotch  
Trumpet Chocolate  
Trumpet Boysenberry  
Trumpet Mint  
Trumpet S'mores  
Choc Bar  
Jelly Tip  
Rocky Road Strawberry  
Rocky Road Caramel  
Fruju Mango  
Fruju Pineapple  
Fruju Raspberry Lime  
Popsicle Lemonade  
Popsicle Fruity Tube

## Tip Top Slushy

9. There are nine (9) Prizes to be won. Major Prize is four (4) x \$1,000 Prezzy Gift Cards and Minor Prizes are five (5) \$200 BP petrol vouchers.
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 Major Prize will be subject to the standard terms and conditions of use for Prezzy Gift Cards.
13. The prize winners will be determined by way of random draw from all valid entries received by the Promoter during the Promotional Period on **25<sup>th</sup> September 2023**. The first nine (9) eligible entries randomly drawn from all entries received during the Promotional Period will win a Prize. The Prize draw will take place at the offices of Radium Limited ('**Agency**'), which has its registered office at Level 3, 10 Hutt Road.
14. Prize winners will be contacted using the contact details associated with their AA membership card or AA Smartfuel card. The winner will be the person listed as the primary cardholder on the winning AA Membership or AA Smartfuel account associated with each winning entry (regardless of who purchased the Qualifying Products). Neither the Agency, BP Oil New Zealand Limited, 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 owner of the registered AA Smartfuel or AA Membership card.
15. Entrants are responsible for ensuring the contact details associated with their AA membership card or AA Smartfuel card are correct at the time of entry.
16. In the event that (a) an ineligible entry is drawn (for example if the entrant is not a New Zealand resident and is not 18 years or older), or (b) the winner has already been selected to win another prize, or (c) the Promoter or Agency 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. In that case, the original winner is not entitled to any compensation. 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.
17. Winners must provide the Promoter, the Agency and/or associated agencies with a valid New Zealand residential delivery address within 7 days of being contacted by the Promoter, Agency and/or associated agencies. If the Promoter, Agency and/or associated agencies 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.
18. 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.
19. The Promoter's decision is final on all matters and no correspondence will be entered into.
20. 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.
21. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

22. The Promoter reserves the right to disallow entries in its absolute discretion and without giving reasons.
23. The Promoter reserves the right to verify the validity of a winners' 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.
24. 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.
25. 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.
26. 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.
27. 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.
28. Entries are deemed received at the time they are received by the Promoter, and not at the time of transmission by the entrant.
29. 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.
30. 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, 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 a prize.
31. 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 a prize, the Promoter and the Agency may pass winners' personal details to their agencies and other associated organisations. Failure to provide requested personal information may disqualify a person from entering the promotion or 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](mailto:promos@raydar.co.nz)
32. The Promoter is Tip Top Ice Cream, 113 Carbine Road, Mount Wellington, Auckland. Any questions relating to this promotion should be referred to [promos@raydar.co.nz](mailto:promos@raydar.co.nz).