

“ECLIPSE FREE COFFEE BP” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

How to Enter

2. Entry is only open to Australian residents aged 18 years or over. 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 1st cousin.
3. Entries into the promotion open at 9:00am AEST on 01/07/2021 and close at 11:59pm AEST on 31/07/2021 (“**Promotional Period**”).
4. To be eligible to enter, individuals must, during the Promotional Period, purchase any two (2) Eclipse products from any BP service station (“**Eligible Purchase**”).
5. To enter, individuals must then undertake the following steps during the Promotional Period:
 - Visit www.winwiththeclipse.com.au and follow the prompts to the promotion entry page for BP.
 - Input the requested details including their full name, valid email address, full residential address, mobile number, and Eligible Purchase they made (from the drop-down menu);
 - Upload a photograph of their purchase receipt clearly showing the details of their Eligible Purchase (“**Proof of Purchase**”);
 - Check the boxes confirming that the entrant:
 - is an Australian resident aged 18 years or over and neither themselves nor their family members are an employee of the Promoter or any other agency associated with this promotion;
 - agrees to these Terms and Conditions and agrees that if any of the above requirements are not met, that the entrant’s entry can be subject to invalidation;
 - agrees: i. they will only enter a maximum of one (1) entry for each qualifying transaction of two (2) Eclipse products; and ii. they will only enter a maximum of one (1) entry per day; and
 - Enter the security Captcha and submit the fully completed entry form.
6. Multiple entries permitted, subject to the following:
 - a) only one (1) entry is permitted per Eligible Purchase regardless of how many eligible products in excess of two (2) are purchased in that Eligible Purchase;
 - b) each entry must be submitted separately and in accordance with entry requirements; and
 - c) a maximum of one (1) entry is permitted per person per day. For the avoidance of doubt, if four (4) eligible products are purchased in a single Eligible Purchase, the entrant is only entitled to one (1) entry for that Eligible Purchase.

7. Entrants acknowledge that by entering they must retain their receipt until at least 08/11/2021 for all entries as Proof of Purchase. Failure to produce the Proof of Purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an entrant's entries and forfeiture of any right to a prize. Purchase receipt(s) must clearly specify the store of purchase and that the purchase was made during the Promotional Period but prior to entry.
8. Entrants acknowledge that by entering they understand that this promotion is heavily monitored against fraudulent activity and that if the entrant is found to have submitted fraudulent entries using multiple email addresses and/or IP addresses and/or multiple residence addresses of close similarity and/or multiple names of close similarity, that all of their entries will automatically be deemed invalid.

Instant Win Procedure

9. Once an entry has been submitted in accordance with clause 5 above, each entrant will be notified instantly online, in writing as to whether or not they are a provisional instant winner. Provisional winners will be validated within seven (7) business days of their instant win notification. Once validated, they will be deemed a winner and sent their prize accordingly.
10. There will be fifty-five (55) instant prizes available to be won during the Promotional Period. A breakdown of major and minor prizes is set out in clause 15. A computerised system held at Blackhawk Network L1, 534 Church Street, Cremorne, VIC 3121, Australia will randomly determine fifty-five (55) winning times (**each a "Winning Time"**). The first entry received for an Eligible Purchase on or after each Winning Time will be the provisional winner of an instant prize.
11. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. 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. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Incomplete or illegible entries will be deemed invalid.
13. 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.
14. The Promoter's decision is final and no correspondence will be entered into.

Prizes

15. Instant win prizes will be broken down as follows:
 - Five (5) x "Free Coffee for a Year" prizes, awarded in the form of a Digital Prepaid Mastercard®, valued at \$1,650.00 RRP inc. GST; and
 - Fifty (50) x "Free Coffee For a Month" prizes, awarded in the form of a Digital Prepaid Mastercard, valued at \$135.00 RRP inc. GST.

16. Winners of an instant win prize will have their names published online at www.winwiththeclipse.com.au commencing on 06/08/2021.
17. Any ancillary costs associated with redeeming the Digital Prepaid Mastercard are not included. Any unused balance of the Digital Prepaid Mastercard will not be awarded as cash. Redemption of the Digital Prepaid Mastercard is subject to the terms and conditions of Edge Loyalty including activating the Digital Prepaid Mastercard before the specified expiry date which will be sent to the claimant when their Digital Prepaid Mastercard activation code is sent by SMS to the mobile phone number they provided when entering the promotion.
- a) The Digital Prepaid Mastercard needs to be activated by following the link to access Mobile Pay via the App store that is sent in the SMS with their Digital Prepaid Mastercard activation code. By clicking on this link in the SMS, the Entrant will automatically download and open the Mobile Pay App, populating and validating the Entrant's mobile number and activation code. The Entrant is then required to enter their claim id, and if they are:
- a. a first time user of the Mobile Pay App, create a password (minimum of 6 characters) and enter their date of birth; or
 - b. a registered user of Mobile Pay App already, enter their existing password.

The Entrant may then add the card to the wallet on their phone.

- b) Entrants can create a PIN for the Digital Prepaid Mastercard via the Mobile Pay App as using the Digital Prepaid Mastercard for purchases over \$100 may require entry of a PIN. Instructions on how to set up a PIN are found in the "Do I need to set a PIN on my card?" FAQ located at <https://edgemobilepay.com/support>.
- c) Entrants who do not have a supported smart phone will be notified via a web page when they click on the link that was sent to them by SMS to activate their Digital Prepaid Mastercard. The web page will direct them to Edge's customer service to facilitate provision of an alternate reward of a physical prepaid eftpos® gift card upon request. Terms and conditions governing the use of the physical prepaid eftpos® gift card are available at <http://www.activatethecard.com.au/termsandconditions>.
- d) Digital Prepaid Mastercard activation codes expire at 11:59pm AEST on the stated expiry date of the activation code. The expiry date provides 3 months in which the Digital Prepaid Mastercard activation code must be activated.
- e) The Digital Prepaid Mastercard is valid until the expiry date shown on the front of the card in the Mobile Pay App (not less than 12 months from date of production) and cannot be used after expiry. At expiry, the remaining available balance will be forfeited. We will not give you notice prior to expiry.

The Mobile Pay Pre-paid Digital Mastercard is issued by EML Payment Solutions Limited (ABN 30 131 436 532) AFSL 404131 pursuant to license by Mastercard Asia/Pacific Pte. Ltd. See <https://edgemobilepay.com/terms-and-conditions> for terms and conditions. Card expiry card balance can be viewed on your mobile phone in the Mobile Pay app. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

The eftpos® prepaid gift card is issued by EML Payment Solutions Limited ABN 30 131 436 532 AFSL 404131 and distributed by Edge Loyalty Systems ABN 96 138 299 288 of 534 Church Street, Cremorne, VIC, 3121.

18. Subject to the unclaimed prize draw clause, if for any reason a winner does not take or redeem a prize at or by the time stipulated by the Promoter, then the prize will be forfeited.
19. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
20. Total prize pool value is \$15,000.00.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.

Unclaimed Prize Draw

22. All instant win prize claims must be received by 5:00pm AEDT on 31/10/2021. A draw for prizes that have been won but remain unclaimed will take place at 2:00pm AEDT on 01/11/2021 at Blackhawk Network, Level 1, 534 Church Street, Cremorne VIC 3121, subject to any directions from a regulatory authority. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winners, if any, will be notified in writing by email within two (2) business days of the draw. Winners will have their names published online at www.winwiththeclipse.com.au commencing on 08/11/2021.
23. If any prize remains un-won at the end of this promotion, or if a prize winner cannot be found, that information will be published on www.winwiththeclipse.com.au on 08/11/2021.

General

24. Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used. 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. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Instant win game materials void if stolen, forged, mutilated or tampered with in any way. There will be a total of **55 online** instant win notifications distributed for this promotion.

28. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, 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 (including its respective officers, employees and agents) 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.
29. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (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 (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of a prize.
30. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at <http://www.mars.com/global/policies/privacy/pp-australia-en>. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter may disclose personal information to entities outside of Australia, see the Promoter's Privacy Policy for details. For the removal of doubt, the Promoter will only use PI as set out above and in accordance with its Privacy Policy, the Promoter will not sell PI to 3rd parties.
31. The Promoter is Mars Australia Pty Ltd t/as Mars Wrigley Confectionery (ABN 48 008 454 313) of Tower 1, Collins Square, 727 Collins Street, Docklands, Melbourne VIC 3008, telephone +61 2 9847 9111.

NSW Authority TP/00440. ACT Permit No. TP21/00388. SA Permit No. T21/354.