

## AMPOL - "AMPLIFY FUEL FLIP" PROMOTION

### TERMS AND CONDITIONS

1. Information on how to enter and the prizes forms part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is only open to Australian residents aged 18 years or over.
3. 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 1<sup>st</sup> cousin.
4. Entries into the promotion open on 02/10/2024 at 12:01am AEST and close at 11:59pm AEDT on 05/11/2024 ("**Promotional Period**").
5. To be eligible to enter, individuals must spend \$30 or more on any Eligible Product (defined below) in a single transaction at any Ampol station nationally during the Promotional Period ("**Qualifying Transaction**"). If a purchase receipt is not provided to the customer by an Ampol staff member, then it is their responsibility to request one.

#### "Eligible Product"

- Amplify Premium 95
  - Amplify Premium 98
  - Amplify Premium Diesel
6. To enter, upon making a Qualifying Transaction during the Promotional Period, customers must scan the QR code available on promotional material at the Ampol station or visit [www.amplifyfuelflip.com.au](http://www.amplifyfuelflip.com.au), follow the prompts to the promotion entry page, input the requested details and submit the fully completed entry form online.
  7. Upon successfully submitting their completed entry form, entrants will receive an on-screen notification informing them whether or not they have won an instant prize, in accordance with the quantities outlined in clause 18. If successfully validated, entrants will automatically receive their AmpolCash digital card URL to activate. All entries will be entered into the relevant Weekly Draw as outlined in clause 13.
  8. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction regardless of the amount spent in excess of \$30 in that transaction; (b) each entry must be submitted separately and in accordance with entry requirements; (c) only one (1) entry permitted per person per three (3) days; and (d) a maximum of ten (10) prizes is permitted per person (excluding SA residents).
  9. Entrants must retain their original purchase receipt(s) 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.

10. 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.
11. Incomplete or indecipherable entries will be deemed invalid.
12. 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.
13. There will be one (1) draw conducted for the entries received each week of the Promotional Period, for a total of five (5) draws (each a "**Weekly Draw**"). Entries into each Weekly Draw will open and close on the dates/times indicated in the table below. Entries in each Weekly Draw will NOT be entered into any subsequent Weekly Draw(s). Each Weekly Draw will take place at 3 Amy Close, Wyong NSW 2259 on the dates/times indicated in the table below.

Draw	Date Entries Open	Date Entries Close	Date and time of prize draw	Number of winners	Winners published
Weekly Draw 1	02/10/2024	11:59PM AEDT on 10/10/2024	11/10/2024 at 1:00PM AEDT	1	14/10/2024
Weekly Draw 2	11/10/2024	11:59PM AEDT on 17/10/2024	18/10/2024 at 1:00PM AEDT	1	21/10/2024
Weekly Draw 3	18/10/2024	11:59PM AEDT on 24/10/2024	25/10/2024 at 1:00PM AEDT	1	28/10/2024
Weekly Draw 4	25/10/2024	11:59PM AEDT on 31/10/2024	01/11/2024 at 1:00PM AEDT	1	04/11/2024
Weekly Draw 5	01/11/2024	11:59PM AEDT on 07/11/2024	08/11/2024 at 1:00PM AEDT	1	11/11/2024

14. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
15. Instant prize winners will be notified immediately online and their first initials, last names and postcodes will be published at [www.amplifyfuelflip.com.au](http://www.amplifyfuelflip.com.au) from 07/11/2024. Weekly Draw winners will be notified by email and phone within two (2) business days of the above prize draw dates and their first initials, last names and postcodes will be published online at [www.amplifyfuelflip.com.au](http://www.amplifyfuelflip.com.au) every Monday starting from 14/10/2024 until 11/11/2024.
16. The Promoter's decision is final and no correspondence will be entered into.

17. The first valid entry drawn from each Weekly Draw will each win fuel for a year in the form of AmpolCash Digital Cards totalling \$4,000 in value. For clarity, prize is calculated at 1,650 litres per year, at \$2.42 per litre.
18. The quantities of instant prizes to be awarded as part of this promotion are as follows:
  - 100 x \$100 AmpolCash Digital Cards
  - 500 x \$50 AmpolCash Digital Cards
  - 4750 x \$20 AmpolCash Digital Cards
19. Any ancillary costs associated with redeeming the AmpolCash Digital Card are not included. Any unused balance of the AmpolCash Digital Card will not be awarded as cash. Redemption of the AmpolCash Digital Card is subject to any terms and conditions of the issuer including those specified on the AmpolCash Digital Card.
20. Total prize pool value is \$150,000.
21. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash, unless otherwise specified.
22. A draw for any unclaimed Weekly Draw prizes or any instant win prize that is won but unclaimed may take place on 06/12/2024 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winner(s), if any, will be notified by email within five (5) business days of the draw and their first initials, last names and postcodes will be published online at [www.amplifyfuelflip.com.au](http://www.amplifyfuelflip.com.au) from 11/12/2024.
23. 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.
24. 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.
25. Quality control errors will not invalidate an otherwise valid prize claim.
26. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all valid prize claims in excess of the advertised prize pool will be honoured.
27. Any won, but unclaimed instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw.
28. If for any reason a winner does not take the prize by 03/01/2025 or at any other time as stipulated by the Promoter, then the prize will be forfeited and will not be redeemable for cash.

29. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
30. 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.
31. 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 / taking of the prize.
32. 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 <https://www.ampol.com.au/privacy-policy>. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the entrant. 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.
33. The Promoter is Ampol Australia Petroleum Pty Ltd (ABN 17 000 032 128) of 29-33 Bourke Road, Alexandria NSW 2015, telephone 1800 240 398.

NSW Authority TP/02368. ACT Permit No. TP24/01447. SA Permit No. T24/1126.