

2017 CALTEX CLUB TERMS & CONDITIONS

DEFINITIONS

1. The following definitions apply to these Terms and Conditions:
 - a) **“Administrator”** means TLA Worldwide (Aust) Pty Ltd the agency associated with the administration of the Caltex Club and who can be contacted at caltexclub@tlaworldwide.com.
 - b) **“Caltex Club”** means the club consisting of the Reward Program, Monthly Prize Draw and Major Prize Draw as set out in these Terms and Conditions.
 - c) **“Caltex Club Website”** means the Caltex Club website, located at <https://win.caltex.com.au>.
 - d) **“Closing Date”** means 23:59hrs on 31 October 2017.
 - e) **“Commencement Date”** means 09:00hrs on 8 June 2017.
 - f) **“Eligible Club”** means a NSW local football club that participates in the Nepean Football Association’s league.
 - g) **“Eligible Purchase”** means a purchase made at a Caltex Service Station (excluding purchases of Telco and tobacco, and purchases made with a StarCard, StarCash and Gift Cards) of \$20 or more in a single transaction.
 - h) **“Major Prize”** means the prize(s) identified at clause 35.
 - i) **“Major Prize Draw”** means the prize draw set out at clauses 32 to 37 (inclusive).
 - j) **“Monthly Prize”** means the prize(s) identified at clause 29.
 - k) **“Monthly Prize Draw”** means the prize draw set out at clauses 25 to 31 (inclusive).
 - l) **“Participant”** means a person eligible to enter and who registers and participates in the Caltex Club in accordance with these Terms and Conditions.
 - m) **“Point”** means the Caltex Club point (1) accrued by an Eligible Club when a Participant uploads a Valid Receipt.
 - n) **“Prizes”** means the Monthly Prize and Major Prize collectively.
 - o) **“Promotor”** means the promotor of the Caltex Club, being Caltex Petroleum Australia Pty Ltd ABN 17 000 032 128, of 2 Market Street, Sydney, NSW 2000 and who can be contacted on (02) 9250 5000.
 - p) **“Program Period”** means the period between the Commencement Date and the Closing Date.
 - q) **“Redeeming Club”** means an Eligible Club that is redeeming accrued Points in exchange for Reward.
 - r) **“Relevant Parties”** means the Promotor and the agencies and companies that are associated with the Promotor and/or the Caltex Club.
 - s) **“Reward”** means the reward(s) identified at clause 18.
 - t) **“Reward Program”** means the program whereby Points are collected and can be redeemed for Rewards in accordance with these Terms and Conditions.
 - u) **“Supplier”** means the supplier of the Reward(s) and/or Prize(s).
 - v) **“Unclaimed Prize”** means the prize(s) identified at clause 38.
 - w) **“Valid Receipt”** means the Caltex Service Station issued receipt received by a Participant as proof of an Eligible Purchase and which is not an Invalid Receipt as defined in clause 15.
 - x) **“Website”** means the Promotor’s website, located at <https://www.caltex.com.au/>.
 - y) **“Winner”** means a Participant who wins any of the Prizes, including an Unclaimed Prize.
2. The following rules of interpretation apply to these Terms and Conditions:
 - a) All times and dates are times and dates in Sydney, which may be AEST or AEDT depending on the date. All times are stated using the 24-hour clock. 00:00hrs is the start of a day and 24:00hrs is the end of a day.
 - b) The singular indicates the plural and conversely.
 - c) A reference to a clause is a reference to a clause in these Terms and Conditions.

ELIGIBILITY

3. Subject to clause 4, a person is eligible to be a Participant if they are a permanent resident of Australia and aged 18 years old or over.
4. A person is not eligible to be a Participant if they are:
 - a) employees of:
 - i. the Promotor;
 - ii. the Administrator;
 - iii. a Supplier;
 - iv. any corporations or agencies related to the entities in clauses i., ii. and iii. above;

- v. any Relevant Parties; or
 - b) a spouse, de facto spouse, parent, child or sibling (whether natural or by marriage or adoption) of a person who is an employee of any of the entities listed in clause a) above.
5. The Promoter may decide in its sole discretion to establish the eligibility of a Participant. In the event that a Participant cannot provide suitable proof on request by the Promotor or Administrator, that Participant will be ineligible to accrue any Points and will not be entered into any Monthly Prize Draw or Major Prize Draw.

REGISTRATION

6. During the Program Period, an Eligible Club can register to participate in the Caltex Club by visiting the Caltex Club Website and registering their details.
7. During the Program Period, a Participant can register to participate in the Caltex Club by visiting the Caltex Club Website and registering their details, including nominating their chosen Eligible Club and uploading a Valid Receipt.
8. By registering for the Caltex Club, the Eligible Club and/or Participant confirms their agreement to these Terms and Conditions.
9. All registration instructions and Reward and Prize information published by the Promotor from time to time will form a part of these Terms and Conditions.
10. By registering for the Caltex Club, the Eligible Clubs and Participants consent to the Promotor and Administrator using the information provided by the Eligible Club or Participant on registration for the purposes set out at clause 52.

PARTICIPATION AND COLLECTION OF POINTS

11. A Participant can participate in the Caltex Club by making an Eligible Purchase during the Program Period.
12. The Participant can then visit the Caltex Club Website and enter their details including nominating their chosen Eligible Club and upload a copy of a Valid Receipt. The Participant will receive notification once the Valid Receipt has uploaded successfully.
13. One (1) Point will accrue to the Participant's chosen Eligible Club for each Eligible Purchase made by a Participant when a Valid Receipt is successfully uploaded to the Caltex Club Website. The Participant is required to retain the original Valid Receipt and acknowledge that they may be requested to provide the original Valid Receipt to the Promotor or Administrator for verification.
14. Points have no monetary value and cannot be redeemed for cash.
15. The Promotor retains the right at its sole discretion to reject a receipt uploaded by a Participant if the receipt is:
- a) for a purchase not made during the Program Period;
 - b) uploaded before the Commencement Date or after the Closing Date;
 - c) for a purchase which is less than \$20;
 - d) for a purchase of Telco or tobacco;
 - e) for a purchase using a StarCard, StarCash or Gift Cards;
 - f) not a receipt issued by a Caltex Service Station; or
 - g) illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way,
- (any of the above being an "**Invalid Receipt**"). For the avoidance of doubt a Point will not accrue and the Participant will not be entered into the Monthly Prize Draw or Major Prize Draw where they have uploaded an Invalid Receipt.
16. Participants are responsible for ensuring that their Valid Receipt is successfully uploaded during the Program Period. The Promotor and Administrator take no responsibility for any delays or failures in any telecommunications services or equipment.
17. During the Program Period, the Promotor, may at its discretion offer extra Points to customers for purchases made at Caltex Service Stations for a specified time period(s). The applicable time period(s) referred to in this clause will be made available to customers in store and on the Caltex Club Website.

18. The Rewards are as follows:

Rewards available for each Eligible Club that reaches the required Level of Points:

Reward Level	Description	Points
Sign Up Reward	\$250 Summit Sport Voucher Welcome Event	0
Level 1	\$1,500 Summit Sport Voucher	100
Level 2	Top coaching seminar with High Performance coaches	250
Level 3	\$2,500 Summit Sport Voucher	400

One-Off Reward for the Eligible Club with the most Points of 500 or more:

Level 4	Money Can't Buy Caltex Soccerroos Experience* <i>*Only one (1) Money Can't Buy Caltex Soccerroos experience is available and is subject to the terms set out in clause 23.</i>	500 or more
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19. If any Reward (or any part of any Reward) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services. The Promoter and Administrator accept no liability or responsibility for any loss incurred by the Eligible Club redeeming the Reward or any other party if any Reward (or any part of any Reward) is unavailable for any reason or the provision of any Reward (or any part of any Reward) is delayed for any reason.
20. All Eligible Clubs acknowledge that the Rewards are subject to the terms and conditions of the Supplier as are in place from time to time.

REDEMPTION OF REWARDS

21. An Eligible Club can email the Administrator and request confirmation of the number of Points which have accrued to the Eligible Club as at the date of request.
22. Once the required Points have been accrued for a Reward Level (except for the Level 4 Reward) during the Program Period, the Administrator will notify and correspond with the Eligible Club in relation to redeeming the Reward. For the avoidance of doubt, the Points accrued to each Eligible Club are cumulative. Once an Eligible Club reaches 100 Points and redeems the Level 1 Reward, the Eligible Club need only accrue a further 150 Points for a total Points balance of 250 to redeem the Level 2 Reward.
23. At the end of the Program Period, the one-off Money Can't Buy Caltex Soccerroos Experience (Level 4 Reward) can be redeemed by the Eligible Club that meets the following criteria:
- the Eligible Club has accrued 500 Points or more; and
 - the Eligible Club has accrued the most Points out of all the Eligible Clubs,
- (the "**Level 4 Criteria**"). The Administrator will notify and correspond with the Eligible Club that meets the Level 4 Criteria in relation to redeeming the Level 4 Reward. If at the end of the Program Period, there are two or more clubs that satisfy the Level 4 Criteria however have accrued the same number of Points (being the most Points out of the other Eligible Clubs of 500 Points or more) the Winner of the Level 4 Reward will be determined by a random draw, to be drawn at 15:30hrs on 07 November 2017.
24. The Promotor and Administrator give no undertaking in relation to the availability and timing of the provision of Rewards.

MONTHLY PRIZE DRAW

25. Eligibility for the Monthly Prize Draw is extended to all Participants who have uploaded a Valid Receipt during the Program Period. Each time a Participant successfully uploads a Valid Receipt they will be automatically entered into the draw to win a Monthly Prize.
26. The Winner of the Monthly Prize will be drawn at random from the Participants entered into the Monthly Prize Draw, on the following dates:
 - a) at 15:00hrs on 10 July 2017;
 - b) at 15:00hrs on 10 August 2017;
 - c) at 15:00hrs on 11 September 2017; and
 - d) at 15:00hrs on 10 October 2017.
27. One (1) Winner will be drawn on the dates specified at clause 26 from each Eligible Club.
28. The Winner(s) will be notified via the email address provided on registration.
29. The Monthly Prizes are as follows:

Monthly Prize	\$100 Star Cash Card
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30. If any Monthly Prize (or any part of any Monthly Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services. The Promoter and Administrator accept no liability or responsibility for any loss incurred by any Winner or any other party if any Monthly Prize (or any part of any Monthly Prize) is unavailable for any reason or the provision of any Reward (or any part of any Reward) is delayed for any reason.
31. All Participants acknowledge that the Monthly Prize is subject to the terms and conditions of the Supplier as are in place from time to time.

MAJOR PRIZE DRAW

32. Eligibility for the Major Prize Draw is extended to all Participants who have uploaded a Valid Receipt during the Program Period. Each time a Participant successfully uploads a Valid Receipt they will be automatically entered into the draw to win the Major Prize.
33. One (1) Winner of the Major Prize will be drawn at random from all Participants entered into the Major Prize Draw at 15:00hrs on 07 November 2017.
34. The Winner will be notified via the email address provided on registration.
35. The Major Prize is as follows:

Major Prize	\$6,000 Summit Sport voucher
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36. If the Major Prize (or any part of the Major Prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services. The Promoter and Relevant Parties accept no liability or responsibility for any loss incurred by any Winner or any other party if the Major Prize (or any part of the Major Prize) is unavailable for any reason or the provision of any Reward (or any part of any Reward) is delayed for any reason.
37. All Participants acknowledge that the Major Prize is subject to the terms and conditions of the Supplier as are in place from time to time.

UNCLAIMED PRIZES

38. All reasonable attempts will be made to contact the Winners of the Prizes. It is the responsibility of the Participant to ensure that they register their correct contact details and notify the Promotor of any change of contact details by emailing the Administrator. The Promotor and Administrator do not accept any liability or responsibility for any loss incurred by any Winner or other party if the Winner cannot be contacted due to incorrect contact details.

39. If a Winner cannot be contacted and the Monthly Prize or Major Prize remains unclaimed by the Winner for a period of 3 months following the Winner of the prize being drawn ("**Unclaimed Prize Period**"), then a redraw will occur on the next business day following the expiry of the Unclaimed Prize Period on the same terms and conditions as the original draw.

PROMOTION OF THE CALTEX CLUB

40. By participating in the Caltex Club, the Eligible Clubs, their club representatives, players and officials and Participants agree that:
- if requested the Winners and Redeeming Clubs, their club representatives, players and officials will provide comments about the Caltex Club and/or a photograph or audio-visual clip of themselves;
 - the Promoter and Administrator may use their name, image, comments, photographs or clips ("**Materials**") for publicity and promotional purposes in any form of media, without reference or compensation to the Eligible Clubs, their club representatives, players and officials and Participants or any other person;
 - the Promoter and Administrator may use, reproduce, edit and communicate to the public the Materials at any time in any form of media;
 - the Promoter and Administrator may license, authorise or otherwise transfer the rights in the Materials to others to do the same; and
 - the Winners and Redeeming Clubs, their club representatives, players and officials unconditionally and irrevocably consent to any act or omission that would otherwise infringe any of their moral rights in the Materials and waive all moral rights in the Materials that arise outside Australia.

CHANGES TO AND CANCELLATION OF THE CALTEX CLUB

41. The Promoter may alter, modify, or amend these Terms and Conditions at its sole discretion including but not limited to alteration, modification or amendment of:
- the ways in which Points are earned;
 - the Rewards available for redemption;
 - restrictions, conditions and eligibility to earn Points;
 - restrictions, conditions and eligibility for the Monthly Prize Draw and Major Prize Draw;
 - the Monthly Prize and Major Prize to be won,
- such changes to the Caltex Club will be reflected in the Terms and Conditions available on the Caltex Club Website.
42. The Promoter and Administrator give no undertaking as to the continuing availability of the Caltex Club.

GENERAL

43. The Promoter reserves the right to take any action necessary in its sole discretion at any time.
44. Any questions, comments or complaints about the Caltex Club must be addressed to the Promoter and emailed to the Administrator.
45. If, for any reason, the Caltex Club is not capable of running as planned, including, without limitation, due to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of the Promoter that corrupt or affect the administration, security, fairness or integrity, or proper conduct of the Caltex Club, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process or take any other action, including to cancel, terminate, modify, or suspend the Caltex Club.
46. Except for any liability which cannot be excluded by law, the Promoter and Administrator are not responsible for:
- any problems or technical malfunction with any telephone network or lines, computer online systems, servers or providers, computer equipment, or software, or any technical problems or traffic congestion on any computer system or at any website, or any combination thereof, including (but not limited to) any injury or damage to participants or any other person's property related to or resulting from participation in the Caltex Club;
 - any incorrect or inaccurate information, caused either by users, by any of the equipment or programming associated with or used in connection with the Caltex Club, or by any technical error that may occur in the course of the Caltex Club;
 - any error; omission; interruption; deletion; defect; delay in operation or transmission; communications line failure; theft; or destruction or unauthorised access to, or alteration of, Eligible Club and Participant details; or

- d) any loss, damage, claim, cost, expense, death or injury of any person or persons arising from their participation in the Caltex Club (including participation in any experience based Reward). Any person or persons participating in the Caltex Club does so at their own risk and participants should consider taking out a relevant insurance policy to cover their participation.
47. These Terms and Conditions are governed by the laws of New South Wales. The Promoter and all Eligible Clubs and Participants irrevocably submit to the non-exclusive jurisdiction of New South Wales.
48. These Terms and Conditions constitute the entire terms and conditions between all Eligible Clubs, Participants and the Promoter with respect to the Caltex Club.
49. In the event there is a dispute concerning the conduct of the Caltex Club, the decision of the Promoter is final and no correspondence will be entered into.
50. Eligible Clubs and Participants should consult their accountant or tax advisor to ensure that they understand possible tax implications, if any, related to their earning of and redemption of Points under the Reward Program.

PRIVACY

51. The Promoter and Administrator are bound by the Australian Privacy Principles set out in the *Privacy Act 1988*. A copy of the Promoter's privacy policy can be viewed on the Website and a copy of the Administrator's privacy policy can be requested by email. To request access to, or to update, personal information the Promoter or Administrator may hold about an Eligible Club or Participant, those persons may contact the Promoter and/or Administrator.
52. The personal information provided by Eligible Clubs and Participants when registering for the Caltex Club will be used by the Promoter and Administrator for the purposes of:
- a) conducting the Caltex Club, including but not limited to, the provision of Rewards and Prizes;
 - b) in advertisements, publications, media statements and other promotional material associated with the Caltex Club; and
 - c) conducting research, evaluation and development of resources in relation to grassroots football clubs.

The Promoter and Administrator may disclose such information to its related bodies corporate, agencies and contractors for those purposes only.