



THE BUSINESS BOOST IS BACK!

SIGN UP FOR A MOTORPASS FUEL CARD TODAY AND YOU COULD WIN A \$50,000 CASH BOOST FOR YOUR BUSINESS.



CALL 1300 722 525 OR APPLY ONLINE AT MOTORPASS.COM.AU

TERMS AND CONDITIONS

1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Subject to clause 3 below, entry is only open to businesses in Australia with a valid Australian Business Number ("ABN") who, as at the start of the Promotional Period, do not have an existing Motorpass or Motorpass Diesel fuel card account ("Eligible Business").
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 1st cousin.
4. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses (including the identity, age and the position of an authorised representative, and the ABN and address of the Eligible Business) and to disqualify any Eligible Business whose authorised representative submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry process. 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.
5. The promotion commences on 02/02/2012 and ends at 12 noon AEST on 30/04/2012 ("Promotional Period").
6. To be eligible to enter, an authorised representative (aged 18 years or over) of an Eligible Business must, during the Promotional Period, sign up the Eligible Business for a Motorpass or Motorpass Diesel fuel card account (excluding 7-Eleven, NLC, Positive Balance, co-branded and/or fleet card accounts) for a minimum period of 12 months. Upon approval of an eligible Motorpass or Motorpass Diesel fuel card account by the Promoter, the Eligible Business will automatically receive one (1) entry into the draw. Motorpass and Motorpass Diesel fuel card account application forms and sign-up instructions are available at www.motorpass.com.au. For the sake of clarity, applications for 7-Eleven, NLC, Positive Balance, co-branded and/or fleet fuel card accounts will not be eligible.
7. Only one (1) entry permitted per Eligible Business.

8. Incomplete, indecipherable or illegible entries will be deemed invalid.
9. If there is a dispute as to the identity of an authorised representative and/or an Eligible Business, the Promoter reserves the right, in its sole discretion, to determine the identity of the authorised representative and/or the Eligible Business.
10. The draw will take place at Anisimoff Legal, Level 4, 448 St Kilda Road Melbourne VIC 3004 on 14/05/2012 at 12 noon AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
11. The winning Eligible Business will be notified by telephone and in writing and the name of the winning Eligible Business will be published in The Australian on 21/05/2012.
12. The Promoter's decision is final and no correspondence will be entered into.
13. The first valid entry drawn will win \$50,000 (awarded in the form of a cheque).
14. The prize will be awarded to the owner or the director (as determined by the Promoter) of the respective winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee of the Eligible Business. The owner or director must notify the Promoter of that transfer (in writing) within one (1) month of winner notification and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.
15. Subject to the unclaimed prize draw clause, if for any reason the owner or director of the winning Eligible Business does not take the prize then the prize will be forfeited.
16. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Total prize pool value is \$50,000.
18. A draw for the prize, if unclaimed, may take place on 15/08/2012 at the same time and place as the original draw, subject to any directions from a regulatory authority. The winner, if any, will be notified by telephone and in writing and the name of the Eligible Business will be published in The Australian on 22/08/2012.
19. The authorised representative of the winning Eligible Business consents to the Promoter using their and the Eligible Business's 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.
20. 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 Eligible Business and/or its authorised representative; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the Motorpass website is the responsibility of the Eligible Business and is dependent on the Internet service provider used.
22. 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.
23. 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 tax liability incurred by a winner or entrant; or (e) use of the prize.
24. As a condition of accepting the prize, the owner or the director (as appropriate) of the winning Eligible Business must sign any legal documentation as and in the form required by the Promoter in its absolute discretion, including but not limited to a legal release and indemnity form.
25. The Promoter collects personal information in order to conduct the promotion and may, for this purpose, disclose such information 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 information. The Promoter may, for an indefinite period, unless otherwise advised, use the information for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the authorised representative and/or the Eligible Business. A representative of an eligible business should direct any request to opt out, access, update or correct information to the Promoter. All entries become the property of the Promoter.
26. The Promoter is Wright Express Australia Pty Ltd (ABN 68 005 970 570) of Level 3, 293 Camberwell Road, Camberwell VIC 3124, telephone (03) 9274 9100.

NSW Permit No. LTPS/12/12733 VIC Permit No. 12/33
ACT Permit No. TP12/45 SA Permit No. T12/21

