

G'day Parks Fuel Discount Offer Terms and Conditions

Terms and Conditions:

1. This promotion is offered to you by Australian Park Licence Co Pty Ltd (ABN 99 622 566 205) ("**G'day Parks**") through its affiliation with, Viva Energy Australia Pty Ltd (ABN 46 004 610 459) Level 16/720 Bourke Street, Docklands VIC 3008, Australia, Ph: (03) 8823 4444 ("**Viva Energy**").
2. The term of this offer is from 01 April 2020 at 12:00AM AEST to 31 December 2023 at 11:59PM AEST, **unless withdrawn earlier by Viva Energy, Shell Coles Express or G'day Parks ("Offer Period")**. G'day Parks will notify earlier withdrawal or expiry of the Offer Period by providing prior notice on its App(s) or through an email to its customers.
3. Under this promotion, an initial once-off 6 cent per litre fuel discount and an ongoing 4 cent per litre fuel discount will be offered to individuals as determined by Viva Energy and G'day Parks ("**Offer**"). The rate of discount and discount barcode use period will be as set out in the G'day Parks App during the Offer Period to those individuals, subject to change with prior notice* and also subject to the **Exceptions** at clause 4A below.
4. This Offer is valid with other stackable selected offers at Shell Coles Express sites offered by Coles Express at the service station. This **may** include offer(s) by Coles Supermarket shopper dockets and "spend \$20 in store to receive 10 cents per litre fuel discount" – subject to their terms and conditions, please refer to <https://www.coles.com.au/coles-express/terms-and-conditions>

4A. "**Exceptions**":

(a) This Offer cannot be stacked with any other offer offered to you in whole or part by Viva Energy. If you present any other Viva Energy funded fuel discount offer for redemption from any other party e.g. flybuys, Shell Racing Team app (in addition to the fuel discount offer from G'day Parks), only the highest cents per litre fuel discount barcode will be redeemable. If all the Viva Energy funded fuel discount offers have the same cents per litre discount value, then only the first fuel discount offer presented will be redeemed.

(b) This Offer does **not** apply to LPG or Adblue products in any State or Territory. However product exclusions may vary from time to time at Viva Energy's discretion with prior notice. For example, from time to time Diesel may be excluded from this Offer. Prior notice of changes to the offer as represented on the App will be provided through a notice to you via our App and through an email to your registered email address. Please check the App or your email before your planned trip to a Shell branded service station.

(c) Fuel discount offer rates are subject to change at Viva Energy's discretion with prior notice from time to time. The applicable fuel discount offer rate will be set out in the G'day Parks App and any changes will be provided through an email to your registered email address.

5. To be eligible to receive the Offer, you must:

- (i) be at least 18 years old;
- (ii) agree to these terms and conditions;
- (iii) be an active G'day Rewards Member;
- (iv) consent to the sharing of your personal information (first name, last name, email address, mobile number and a fuel discount offer membership number) between Viva Energy and G'day Parks in accordance with the privacy statements provided in the G'day Parks App, the Viva Energy Privacy Policy <https://www.vivaenergy.com.au/contact-us/privacy-policy> and these terms and conditions;
- (v) consent to receive marketing material, offers and promotions from Viva Energy with respect to Viva Energy, the Shell brand and its goods and services including those of Viva Energy's partners (such as Coles Express (however you can opt out at any time); and
- (vi) comply with the redemption steps in these Terms and Conditions to be eligible to claim the discount offered under this promotion

("Eligible Claimant"). Viva Energy reserves the right, in its sole discretion, to determine whether you are an Eligible Claimant.

6. To comply with the redemption steps you must within the Promotion Period:

- (i) Be an Eligible Claimant;
- (ii) Be an active G'day Rewards Member;
- (iii) Log in to your account via the G'day Parks App (as applicable) and follow the instructions to reveal the discount offer barcode.
- (iv) Agree to the disclosure of your contact details to Viva Energy and to receive marketing communications from Viva Energy;
- (v) Visit a participating Shell branded service station in Australia and fill up your vehicle with a minimum of 2 litres, but no more than 150 litres with any Shell fuel (excluding Diesel, LPG and AdBlue or any other excluded product set out at in the G'day Parks App); and
- (vi) Enter the Shell branded service station store, and whilst in-store:
 - (A) have a smartphone or tablet screen with internet connection, and access to the offer on the G'day Parks App whilst in-store at the relevant Shell branded service station; and,
 - (B) present the discount barcode (on your smartphone or tablet screen) under the customer facing barcode reader when ready to pay for the fuel.
- (vii) Subject to the Exceptions, the discount will be automatically applied to the fuel price, following which you must pay the discounted price for the fuel.

7. Each discount barcode may be used only during the Offer Period and will expire once it has been used. To obtain a new fuel discount barcode, you must log into your account via the G'day Parks App and follow the instructions to reveal a new discount barcode. New discount barcodes are **not** refreshed instantaneously upon redemption or expiry of the previous discount barcode. New discount barcodes may be made available approximately one day after the use or expiration of a discount barcode, and no earlier than 9am the following day. However:

- (i) no further discount barcodes will be made available on the final day of this Offer; and
- (ii) Viva Energy or G'day Parks may cease making new discount barcodes available up to 30 days prior to the expiry or termination of this Offer.

8. You agree and acknowledge that you have read these Terms and Conditions and that claiming the fuel discount in this Offer is deemed to be acceptance of these Terms and Conditions.

9. Each Shell branded service station reserves the right to refuse processing the discount offered on the basis of irresponsible mobile or other device use, or any dangerous or potentially unsafe or illegal behaviour, by you or around the Shell branded service station premises or failure by you to comply with the redemption steps.

10. This Offer is not exchangeable or transferable or redeemable for cash. This Offer not valid for Fleet Card, Shell Card, Motorpass or Motorcharge transactions.

11. If for any reason any aspect of this Offer is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure or any cause beyond the control of Viva Energy, Shell Coles Express, Shell branded station or G'day Parks, any of these entities may in their sole discretion cancel, terminate, modify, or suspend the Offer and invalidate any affected entries, or suspend or modify the discount in this Offer.

12. You acknowledge that:

- (i) you are solely responsible for ensuring that:

(A) if you have and do use your tablet or smartphone to redeem the Offer, that you only use that device safely in-store at Shell branded service stations and correctly redeem the discount;

(B) you are able to read and open the Offer on the G'day Parks App at the time you wish to access the discount barcode;

- (ii) no WI-FI or internet or mobile data access will be provided at the Shell branded service station;
 - (iii) Viva Energy, Shell Coles Express and G'day Parks make no representation or claim in relation to any of the responsibilities set out in this clause 12 and that such responsibilities are outside of Viva Energy, Shell Coles Express or G'day Parks' control; and
 - (iv) you are solely responsible for having the relevant equipment and services to access the Offer via mobile app in-store on a device such as smartphone and valid internet service to your device.
13. Viva Energy and G'day Parks reserves the right to disqualify you from this Offer in the event of non-compliance with these Terms and Conditions.
14. In the event that there is a dispute concerning the conduct of the Offer, the decision of Viva Energy or G'day Parks is final and binding on you and no correspondence will be entered into.
15. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Terms and Conditions restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law including the *Competition and Consumer Act 2010* (Cth).
16. Viva Energy, G'day Parks and Shell Coles Express and their associated agencies and companies will not be liable for any loss (including, without limitation, indirect, special or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or wilful misconduct) in connection with this Offer and the promotion or accepting or using any offer, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
17. You agree and acknowledge that your sole and exclusive remedy for any problems or dissatisfaction with the promotion and the Offer is to cease participation in the promotion, except where otherwise provided by law.
18. This promotion is to be used by an Eligible Claimant only and not to be distributed or shared by any means. If you distribute or share your barcode in breach of this provision:
- a. Viva Energy or G'day Parks may immediately terminate your access to the Offer;
 - b. neither Viva Energy or G'day Parks is required to honour the Offer to you or such person that attempts to use your barcode; and
 - c. you will be liable for all loss or damage incurred by any person caused or contributed to by this breach.
19. The governing law and jurisdiction of these Terms and Conditions is Victoria, Australia.