

BENNETT'S PETROLEUM / MOOD FOOD GIFT CARDS

TERMS AND CONDITIONS

These terms and conditions apply to any use of a Bennett's Petroleum/Mood Food gift card by any person ("Customer"). A Bennett's Petroleum/Mood Food gift card is a physical card ("Gift Card").

"Bennett's Petroleum/Mood Food" means Bennett's Petroleum Supplies Pty Ltd (Bennett's). A.B.N. 71 009 508 285. A separate contract is created between you as the Customer and Bennett's on these terms and conditions for each Gift Card you purchase. By using a Gift Card you agree to be bound by these terms and conditions. Bennett's may from time to time amend or replace these terms and conditions but will not do so in a way that would cause material detriment to existing Gift Card holders. Any new or amended terms and conditions will be available on the Bennett's website at bennettspetrol.com.au/bennetts-petroleum-mood-food-gift-card and at participating Bennett's retail outlets.

Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any legislation including the Australian Consumer Law. A Gift Card supplied to a consumer comes with guarantees that cannot be excluded under relevant legislation. We recommend that you read these terms and conditions carefully before using the Gift Card. If you have any questions or would like more information about the Gift Card, please call (03) 6224 8200.

Please note: The Gift Card is a separate product and is governed by its own terms and conditions. The Gift Card is not the same as AmpolCash. For the terms and conditions applicable to AmpolCash, please visit the Ampol website: <https://www.ampol.com.au/business/products-and-services/fuel-cards/ampolcash/conditions-of-use>

1. Acceptance of Conditions of Use. Any purchase or use of a Gift Card by a Customer will be deemed to be an acceptance of these terms and conditions. If you let another person use your Gift Card, you must tell them that the use of Gift Card is subject to these terms and conditions. You must not re-sell a Gift Card or attempt to do so, except if you have Bennett's prior written consent and subject to any conditions Bennett's may impose.

2. Verification. Gift Card's do not have PIN numbers attached, and a signature is not required.

3. Purchase of Goods and Services. The Gift Card may only be used at Bennett's Petroleum and Mood Food retail outlets where EFTPOS facilities are operational and online. To find a participating location, visit the Bennett's site locator on the website: bennettspetrol.com.au/bennetts-petroleum-mood-food-gift-card.

Gift Cards cannot be used at Outdoor Payment Terminals/unmanned locations.

Gift cards are available in the following denominations: \$25, \$50, \$100, \$250, and \$500.

Only one Gift Card per transaction is allowed.

The Gift Card can be used to purchase (or part pay in conjunction with cash or by credit card) selected goods or services available at Bennett's retail outlets. Gift Cards cannot be used to purchase other gift cards, prepaid or post-paid phone or internet vouchers, service ATMs, transport tickets, mobile phones and accessories, electric vehicle (EV) charging, lottery tickets, phone/fax and photocopy services, car/mower/trailer hire, or tobacco and smoking products and accessories.

Gift Cards can be used in conjunction with fuel discounts including Mood Food Member Rewards, RACT Member Discount and Hill Street Discount.

4. No cash. No cash out facilities are available with Gift Cards, and it is not redeemable for cash.

5. Payment. Bennett's reserves the right, in its sole discretion, to determine whether payment is required on a cash on delivery basis or through a customer account. Where a Gift Card is issued on a customer account, Bennett's reserves the right to suspend or cancel the Gift Card if the account is overdue or remains unpaid by the specified due date, and to impose and specify payment terms at its discretion.

6. Non-Supply of Goods or Services. For any dispute regarding non-supply of products and services to the Customer contact Bennett's Head Office on (03) 6242 8200 or email enquiries@bennettspetrol.com.au

7. Property and Loss. Gift Cards remain the property of Bennett's. If a Gift Card is lost or stolen, or if the Customer becomes aware of the possibility of any unauthorised use, the Customer must immediately notify Bennett's on (03) 6242 8200 or email enquiries@bennettspetrol.com.au

Until the Customer has given Bennett's such notice and subject to any liability that cannot be excluded by law including any statutory consumer guarantees under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act 2001 or similar consumer protection laws, Bennett's is not responsible, and excludes all liability for any loss or damage (including loss of opportunity) in relation to any theft or unauthorised access or use of the Gift Card. If Bennett's replaces any lost or stolen Gift Card, a Gift Card replacement fee of \$5.50 will be charged. Bennett's may replace faulty Gift Cards. Any replacement Gift Cards will have the same unused value (at the time of replacement) and expiry date.

If you need to return or replace a defective item purchased with a Gift Card, you must present the item with your Gift Card and purchase receipt at the retail outlet where you made the purchase. You may be entitled to a replacement or refund for defective items in accordance with the Australian Consumer Law. Any replacement will be arranged through the retail outlet where you made the purchase. If you wish to seek a refund on a defective item, please contact Bennett's Head Office on (03) 6242 8200, Monday to Friday between 9.00AM-5.00PM (AEST).

8. Purchase Limit. The total amount of purchases made by a Customer on a Gift Card must not exceed the face value or reissued value of a replacement Gift Card. The Bennett's EFTPOS system will check for any purchase in excess of this limit. If the Customer's purchases exceed the face value, the Customer is liable to Bennett's for the excess payment in cash or by credit card.

9. Expiry. A Gift Card expires on the last day of the month, as stated on the Gift Card, or if no month is stated, 36 months after the date of purchase of the Gift Card. Gift Card's cannot be used after the expiry date. Any balance that remains after expiry will not be available for use. Bennett's will not replace expired Gift Cards.

10. Gift Card Balance. Customers can check a Gift Card balance:

- a) in store at any Bennett's or Mood Food retail outlet where EFTPOS facilities are operational and online;
- b) by calling Bennett's Head Office on (03) 6242 8200; or
- c) by emailing enquiries@bennettspetrol.com.au