



BP Gift Card

Terms and Conditions

Each physical or digital BP Gift Card (a **Card**) is issued by and (if issued in physical form) remains the property of BP Australia Pty Ltd ABN 53 004 085 616 (**BP**).

A digital Card is issued by way of a QR code that can either be read off a device screen or printed out.

By using a Card you agree to be bound by these terms and conditions, as amended or replaced from time to time. BP 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 Card holders. Any new or amended terms and conditions will be available on the BP website www.bp.com.au and at participating BP outlets.

Each Card has a stored value which may be used to purchase (or part pay for) goods or services at participating BP outlets in Australia that are able to accept Cards, as listed in our store finder at bp.com.au.

Only one Card per transaction is allowed. Cards cannot be used for payment of BP Plus, credit or retailer accounts or to purchase any further Card or Cards.

There is no minimum purchase value when you use the Card. If you use only part of the value stored by your Card, the rest of the value remains stored by your Card and you can use it later (subject to expiry of the Card – see below). If the price of your purchase is greater than the remaining value on your Card, you must pay the rest of the price by cash or any other accepted payment method.

To check the balance on a physical Card, you can call BP Customer Service on 1300 1300 27, Monday to Friday between 9am and 5pm (AEST). To check the balance on a digital Card, you can go online by following the QR code on the Card.

A Card cannot be reloaded and is not redeemable for cash. No cash out facilities apply to Cards.

If a Card is defective you may be entitled to a replacement Card or a refund for the amount that you paid for the Card in accordance with the *Australian Consumer Law*.

Treat your Card like cash. A Card that is defaced, damaged, altered, lost or stolen after the time of purchase (other than due to a breach of law by BP or BP's negligence) will not generally be replaced, refunded or redeemed but if a replacement Card is provided, the replacement Card will be to the value of the last balance shown by BP's records as remaining on the original Card, unless you are able to demonstrate that this is incorrect. Replacement Cards will not be issued at store level and will be issued by our customer support team. If a replacement physical Card is issued, it will be mailed to your address. If a replacement digital Card is issued, it will be emailed to you. Your Card is valid from the date of sale until its expiry date. The Card is not valid for use after the expiry date, which is displayed on the Card. Any unused value on the Card at the time of expiry will not be refunded or credited.

If you need to return or replace a defective item purchased with a Card, you must present the item with your Card and purchase receipt at the 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 outlet where you made the purchase. If you wish to seek a refund please contact BP Customer Service on 1300 1300 27, Monday to Friday between 9am and 5pm (AEST). If BP provides a refund, BP will provide you with another Card for the refund amount.

You must not re-sell a Card or attempt to do so, except if you have BP's prior written consent and subject to any conditions BP may impose.

Nothing in these terms and conditions restricts, excludes or modifies any consumer rights under any legislation including the *Australian Consumer Law*. A Card supplied to a consumer comes with guarantees that cannot be excluded under relevant legislation.

BP and its officers, employees, agents and representatives are not liable for any loss (including direct, indirect, special or consequential loss or loss of profits), damage, personal injury, illness or death in connection with the use of a Card, including without limitation any liability relating to:

- any purchase made with a Card;
- loss or theft of a Card;
- use of a Card by any unauthorised party;
- damage to a Card;
- any BP outlet declining to supply goods or services to you or refusing to accept a Card; or
- inability of any BP outlet to accept a Card due to technical issues including but not limited to unavailability of a suitable scanning device or processing terminal,

except for any liability which under legislation cannot be excluded and except for any liability arising due to BP's negligence.

If you purchase a Card online, BP and its contractors and agents may collect personal information about you in order to supply the Card and manage the operation of the Card. BP may also use your personal information to help improve its goods and services. If you have provided your consent or if otherwise permitted by law, BP and its Australian related companies and promotional partners may use your personal information to communicate direct marketing material to you via any medium including mail, telephone and commercial electronic messages (including email and SMS). BP may share your personal information with its dealers, related companies, agents and contractors for any of the purposes outlined in BP's privacy policy (available at www.bp.com.au). Where BP holds personal information about you that it has collected from different sources, BP may combine this personal information into a single record or collection of linked records. Your personal information may be disclosed to overseas locations such as New Zealand, the USA, the UK, Malaysia, the Philippines and India. BP's Privacy Policy (available at www.bp.com.au) states:

- how you can seek access to the personal information BP holds about you and seek the correction of such information; and
- how you can complain about a breach of privacy and how BP will deal with such a complaint.

For more information visit www.bp.com.au or for assistance call BP Customer Service on 1300 1300 27, Monday to Friday between 9am and 5pm (AEST).