

## **TERMS AND CONDITIONS BPme REWARDS PROGRAMME FOR UBER ( "BPme Rewards Uber Ts&Cs")**

### **The BPme Rewards Programme for Uber ("Programme")**

The BPme Rewards Programme for Uber is an exclusive offer for Uber drivers and couriers. BPme Rewards is bp's customers loyalty scheme which rewards customers for shopping at bp branded service stations by awarding points for each litre of fuel bought or each £1 spent on purchases in store.

Uber drivers and couriers need to enroll onto the Programme via Uber Pro app and scan their digital BPme Rewards card with every transaction at bp branded service stations or pay via BPme app to get points allocation on their BPme Rewards account. To redeem rewards Uber drivers and couriers can either pay with points in bp stores for fuel or shop purchases or swap points online for digital vouchers with bp's redemption partners.

### **DEFINITIONS:**

"**3<sup>rd</sup> Party Service Providers**" are defined and detailed in Clause 11;

The "**App**" are:

- Uber Pro Hub in the Uber Driver App or the Uber Courier App ("**Uber Pro Hub**");
- The Programme App namely BPme App ("**BPme App**")

The Uber App interacts with the Programme microsite.

"**BPme Rewards Uber Ts&Cs**" are these terms and conditions which govern the use of the Programme by Earners;

A "**Courier**" is defined as an independent contractor that provides delivery services to Uber using Uber's proprietary technology app;

A "**Driver**" is defined as a self-employed worker that provides transportation services to Uber;

An "**Earner**" is a Driver and/or a Courier;

"**Programme**" is the BPme Rewards Programme for Uber as defined above;

"**Provider**" is **BP Oil UK Limited**, a company incorporated in England and Wales under registration number 11352422 and with registered address at Chertsey Road, Sunbury on Thames, Middlesex, United Kingdom, TW16 7BP;

"**Uber**" is reference to collectively:

- **Uber Eats UK Limited**, a company incorporated in the United Kingdom under registration number 10078453 and with a registered address First Floor, Aldgate Tower, 2 Leman Street, London, E1 8FA ("**Uber Eats UK**");
- **Uber London Limited**, a company incorporated in the United Kingdom under registration number 08014782 and with a registered address of First Floor, Aldgate Tower, 2 Leman Street, London, E1 8FA ("**Uber London**")

## PROGRAMME ELIGIBILITY

1. The Programme will be governed by these BPme Rewards Uber Ts & Cs. The Programme requires a scan of the digital BPme Rewards loyalty card bar code received via Uber Pro app to enable purchase of liquid fuels and shop goods subject to the stated BPme Rewards Uber Ts&Cs. All BPme Rewards plastic cards including key fobs are out of scope of the Programme, this is a digital card only Programme.
2. Only natural persons who are Earners are eligible for this Programme. Drivers and Couriers, together, shall be referred to as “**Earners**”.
3. All Earners must be at least 16 years old. Provider reserves the right to verify the age of the Earners.
4. The Programme is not open to employees, consultants, contractors or agents of the Provider or any of its Affiliates, their families or anyone else professionally associated with the Programme. For the purpose of these BPme Rewards Uber Ts&Cs, “**Affiliate**” of Provider shall mean the Provider’s parent undertaking or its subsidiary undertaking or a subsidiary of its parent undertaking or any other person controlled by or under the same control either directly or indirectly. Parent undertaking and subsidiary undertaking will have the meanings attributed to them in section 1162 of the Companies Act 2006 applicable in the UK.
5. All Earners who are enrolled in this Programme shall not be eligible to any other promotional bonus points over and above the Points earned under this Programme as detailed in sections 13,14, and 15 below.

## REGISTRATION AND PERSONAL DATA

6. To register in the Programme, the Earners should look for 'Save with BPme Rewards' within the Uber Pro app (or the Uber Pro Hub), further to which, a bar code would be generated (“**Registration**”);
7. The Earners must complete all mandatory fields in the Registration process which includes mobile numbers, name and email. The Registration process is not complete until the applying Earners receive a digital barcode which will appear in the App.
8. The Earners may make changes to the personal details on the App. Notwithstanding, Provider shall not bear any liability or responsibility for inaccurate or underearned Points because of inaccurate details or for any reason whatsoever.
9. Once the Earners have Registered, the Earners will be able to access the Programme using the One Time Passcode (OTP) number and start collecting points.
10. Provider is responsible for any personal information provided by the Earners in relation to the Programme. Provider will use it only for the purposes of administering the Programme and providing Rewards and other relevant information in relation to the Programme.

Further, as the Provider is part of the bp group, Provider may disclose your personal data to other bp entities located around the world. Transfers of personal information within the bp group are protected by bp’s comprehensive, flexible and global compliance framework which implements appropriate

measures and safeguards to ensure an adequate level of data protection wherever your data is physically kept.

All personal data is subject to bp privacy policy, for more information, please visit [www.bpmerewards.co.uk/privacy-statement/](http://www.bpmerewards.co.uk/privacy-statement/).

### 3<sup>rd</sup> PARTY SERVICE PROVIDERS

11. Provider uses 3<sup>rd</sup> parties namely Teleperformance Limited (Company Number 2060289), registered office at Spectrum House, Bond Street, Bristol, BS1 3LG (“**List of Service Providers**”) to provide customer services. Earners may be contacted by the relevant party from the List of Service Providers.

### PROVIDER/PROMOTER / DATA CONTROLLER

12. The promoter and data controller of this offer is **BP Oil UK Limited**, a company incorporated in England and Wales under registration number 11352422 and with registered address at Chertsey Road, Sunbury on Thames, Middlesex, United Kingdom, TW16 7BP (“**Provider**”)

### POINTS AND REWARDS

13. Points may only be earned on purchases up to 600 litres per calendar month and subject to General Terms and Conditions as detailed on <https://www.bpmerewards.co.uk/terms-and-conditions/>

<b>Table 1: Offer levels by Driver / Courier tier</b>			
<b>Uber Pro Driver/Courier Tier</b>	<b>Liquid Fuel BPme Rewards Loyalty Points Issuance (Company and Dealer sites) – Per Litre</b>	<b>Eligible Shop Goods* BPme Rewards Loyalty Points Issuance (Company sites Only) – Per £ Spend on eligible products**</b>	<b>Equivalent Discount [£ per litre]</b>
Diamond	16	16	0.08
Platinum	12	12	0.06
Gold	10	10	0.05
Blue [for Uber drivers] and Green [for Uber Eats couriers]	5	5	0.025

\*The Programme on shop purchases is only available at participating bp M&S Food or Connect stores. In dealer owned and operated bp service stations Uber drivers and couriers will earn base BPme Rewards points on qualifying shop purchases: 1 point for each £1 spent in store, for all tiers.

\*\* For eligible shop goods and products, see <https://www.bpmerewards.co.uk/terms-and-conditions/>  
BPme Rewards Points cannot be earned on:

(a) Any Fuel cards, including but not limited to BP Routex, BP PLUS bunker, Keyfuels, UK Fuels, OMV, Circle K and ENI, UTA, Total fuel card transactions;

(b) Tobacco and related products, phone cards, baby milk, stamps, utility cards, e top-up and lottery; or

(c) purchases through the Deliveroo app.

14. Provider offers a welcome bonus of 500 BPme Rewards points worth £2.50 to all Earners at joining the Programme (“**Welcome Bonus**”). The Welcome Bonus will only be applicable to new accounts at the point of registration and entering into the Programme and will not apply to existing BPme Rewards accounts.

In addition to the Welcome Bonus, Uber Drivers and Couriers who are part of the Programme would earn extra points for their first calendar monthly purchase of liquid fuel at bp branded service stations between 1st July and 31st August 2022 based on the tiers listed below:

Uber Pro Tier	Blue/ Green	Gold	Platinum	Diamond
Drivers / Couriers additional points offer	200	400	1,000	1,200

15. Provider may offer promotions on selected products included in the Programme. Unless otherwise determined by Provider, the Earner will be enrolled automatically in these promotions using the data which is on the App.

## **OTHER TERMS**

16. Earners personal information will be used by Provider and its Affiliates for the purposes of administering the Programme. In addition, Earners may choose to give their express consent to receive subsequent Provider direct marketing communications and, where such consent is given, Provider will use the relevant participants’ personal information to send such direct marketing communications via email as set out in more detail in bp’s Privacy Policy.

17. If, for any reason, the internet-based requests are not capable of running as planned, including, but not limited to, infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures, or any other causes beyond the control of Provider which corrupt or affect the administration, security, fairness, integrity, or proper conduct of the Programme, Provider reserves the right, at its discretion, to cancel, terminate, modify or suspend the Programme.

18. Provider may withhold award of Points if it considers in its absolute discretion that the Earner does not meet the eligibility criteria, is in breach of these BPme Rewards Uber Ts&Cs, or has acted contrary to the requirement of good faith. Provider further reserves the right to accept, reject, suspend or terminate any application to register or existing Earner for any reason including but not limited to international sanctions. Further Provider accepts no liability or responsibility for any technical fault or malfunction, computer hardware or software issue satellite, network or server failure of any kind. Neither Provider nor any of its Affiliates has any control over communications networks and shall not be responsible for entries lost in transmission, or received late due to high online traffic levels, for technical malfunction or otherwise.

19. These BPme Rewards Uber Ts&Cs and any non-contractual obligations arising out of or in connection with them, shall be governed by and construed in accordance with English law. Disputes arising out of or in connection with either the Programme or these BPme Uber Ts&Cs shall be subject to the exclusive jurisdiction of the English courts.

20. Nothing in these BPme Uber Ts&Cs shall be construed as limiting or excluding Provider's liability for fraud, death or personal injury caused by Provider's negligence, or any other liability to the extent the same may not be excluded as a matter of law.

21. Participation in the Programme and subsequent use of the Rewards and Points is at the Earner's own risk. Users of the Programme must comply with any instructions by the parties in the list of Service Providers, or Provider advised third party, Provider or its Affiliates while using Programme. Neither Provider nor any of its Affiliates, directors, or employees will be liable for any direct, indirect, special, consequential or other costs, expenses (including legal expenses), losses or damages whatsoever of any kind arising out of or in connection with, (a) access to or use of the website or any information contained in it; (b) the Programme, including, without limitation, any loss arising out of the participant not being eligible to enter or able to enter due to any technical malfunction or communication failure.

22. Provider does not accept responsibility for the acts and omissions of the parties named in the list of Service Providers and/or third parties.

23. If any of these BPme Uber Ts&Cs is determined to be illegal, invalid or otherwise unenforceable, then the remaining BPme Uber Ts&Cs shall continue in full force and effect.

24. All trademarks, text, images, and logos relating to Provider or third parties involved in this Programme and used in relation to it, are the exclusive property of Provider or those third parties and participation in the offer does not confer any rights to a participant in or over or grant any right to use these.

25. Proof of request is not automatically proof of receipt of a request by Provider or its Affiliates.

26. Any tax which an Earner may be required to pay under the laws of any relevant jurisdiction on any Points or Rewards awarded pursuant to this Programme shall be the responsibility of that Earner.

27. Provider may, at its sole discretion and at any time, suspend or disqualify an Earner, reject any application, amend the BPme Uber Ts&Cs or any of them, cancel or suspend the Programme (either in whole or for residents of a specific country or territory) substitute the Points or Rewards. The Earner undertakes and agrees that each shall have no claims against Provider, or any Affiliate of Provider and no liability shall attach to Provider or any Affiliate of Provider as a result of an event of force majeure and that the exercise of such discretion by Provider shall not result in any compensation being payable or paid to Earner, any participant or other person.

28. In these BPme Uber Ts&Cs, the expression “**event of force majeure**” shall mean any event affecting the performance of the offer or any provision of these BPme Uber Ts&Cs arising from or attributable to acts, events, omissions or accidents which are beyond the reasonable control of Provider and/or its Affiliates, including without limitation, any pandemics or similar events, abnormally inclement weather, flood, lightning, storm, explosion, earthquake, subsidence, structural damage, epidemic or other natural physical disaster, failure or shortage of power supplies, war, military operations, riot, crowd disorder, strike, lockouts or other industrial action, terrorist action, civil commotion, by reason of any legislation, regulation, ruling or omissions (including failure to grant any necessary permissions) of any relevant government, court or any competent national or international authority.