

Terms & Conditions

These are the terms and conditions relating to the purchase and use of BP's Gift Cards. By purchasing and/or using the Gift Card you agree to be bound by these terms and conditions. The clause 3.11 will only apply to Gift Cards post September 1st, 2023.

1. INTERPRETATION

1.1 In these terms and conditions:

- (a) BP means BP Oil New Zealand Limited.
- (b) Participating BP Service Station means those BP service stations that issue and redeem the Gift Cards. For a current list of participating BP service stations refer to bp.com/en-nz/new-zealand/home.html Please note that the Participating BP Service Stations that issue/redeem Gift Cards may change from time to time.
- (c) You means a person who purchases a Gift Card and/or has possession of a Gift Card.

2. PURCHASING YOUR GIFT CARD

2.1 You may purchase Gift Cards from any Participating BP Service Station and participating ePay providers. For Gift Cards purchased at Participating BP Service Stations your Gift Card will be activated for use at the time of purchase. For bulk purchases, Gift Cards will be activated after confirmed delivery to the recipient. Gift Cards cannot be used until activated.

2.2 At the time of your purchase of a Gift Card you must nominate the value of your Gift Card for any amount between \$20 and \$1,000. Gift Cards must be loaded in increments of \$5. You may pay for the Gift Card with cash or by EFTPOS. Payment with a credit card or BP Fuelcard is not available. You will be issued with a receipt advising of the value that has been loaded onto the Gift Card that you have purchased. You are responsible for checking that the value loaded onto your Gift Card is correct at the time of purchase.

2.3. You will not receive any interest on the value loaded onto a Gift Card.

3. USING YOUR GIFT CARD

3.1 The Gift Card can only be redeemed to purchase goods and services from Participating BP Service Stations. You cannot withdraw cash, redeem the Gift Card for cash, use it to purchase another Gift Card or get money back if the Gift Card is lost or stolen. You can give the Gift Card as a gift but must not resell it. Cash will not be given as change for any remaining value on a Gift Card following a redemption using the Gift Card.

3.2 The Gift Card can be redeemed as full or part payment for goods and services. By presenting your Gift Card at a Participating BP Service Station, the Participating BP Service Station may accept the Gift Card as a method of payment. The amount of your redemption will be deducted from the current value on your Gift Card. The total value of a redemption cannot exceed the total value of the Gift Card.

3.3 You can check the current balance on your Gift Card by either registering your Gift Card on BP's website, www.giftcard.bp.co.nz and checking your balance online, or by visiting any Participating BP

Service Station. There may be a delay between the time you make a redemption using your Gift Card and the time that the redemption amount is deducted from your Gift Card balance. As a result, the balance shown will not necessarily include all the redemptions you have made before your balance inquiry. You agree that notwithstanding what the Gift Card balance is shown as, you are not entitled to redeem the Gift Card for more than:

- (a) the total nominated value of the Gift Card; or
- (b) the actual remaining balance of the Gift Card.

3.4 The Gift Card will only be accepted by Participating BP Service Stations that: (i) have an EFTPOS terminal that is operational at the time of purchase; (ii) have an active internet connection at the time of purchase; and (iii) are able to access the Gift Card payment processing IT system at the time of purchase. BP does not warrant that the EFTPOS terminal, internet connection or Gift Card payment processing system will be operational at any particular Participating BP Service Station at any particular time.

3.5 BP and Participating BP Service Stations will not be liable for any loss or damage suffered by you caused by a failure of any Participating BP Service Station to accept a Gift Card due to the fact that the EFTPOS terminal, internet connection or Gift Card payment processing system is not operational at the time of purchase or by any failure in the EFTPOS terminal, internet connection or Gift Card payment processing system that results in the Gift Card not being accepted by a Participating BP Service Station.

3.6 The Gift Card will expire two years after the date on which the card is purchased. Any unused value remaining on the Gift Card on its expiry is non-refundable.

3.7 Neither BP nor Participating BP Service Stations will redeem, replace or refund a Gift Card that has been worn, altered, damaged or fraudulently tampered with.

3.8 Gift Cards should be treated like cash. A lost or stolen Gift Card will not be replaced or refunded by BP or a Participating BP Service Station.

3.9. BP may, in its sole discretion, suspend your Gift Card without notice if BP believes the Gift Card has been stolen or compromised, or is being used fraudulently or for other criminal activity, or in breach of these terms and conditions or that there is a competing claim to the Gift Card. BP will lift the suspension promptly once the matter has been resolved to our reasonable satisfaction.

3.10 BP may cancel the Gift Card where, in its sole discretion, BP believes the Gift Card has been stolen or fraudulently tampered with, or if there is a dispute over ownership of the card. No credit or unused balance on the Gift Card at the time it is cancelled in accordance with this clause will be refunded except at BP's sole discretion.

3.11 BP may also cancel the Gift Card where, at its sole discretion, BP considers that the wider Gift Card program has been or is at risk of being compromised. If this occurs, BP will re-issue a new gift card or an equivalent of the same value to the customer following presentation of the original Gift Card instore, provision of a name and address for delivery of the new gift card or equivalent, and on condition that the customer completes BP's verification process to BP's reasonable satisfaction.

3.12 It is your responsibility to ensure that all details on the receipt supplied at the time of purchase of the Gift Card and after each transaction using the Gift Card are correct. Except for the receipt given for the initial purchase of Gift Cards by Corporate Customers, any disputes regarding receipt details are matters between you and the Participating BP Service Station.

3.13 BP will have no liability to you where a Participating BP Service Station refuses to accept a Gift Card for any reason.

3.14 Any dispute regarding the goods and/or services purchased by the redemption of your Gift Card is between you and the relevant Participating BP Service Station.

4. GENERAL

4.1 The Gift Card remains BP's property at all times.

4.2. Except for your rights under the Fair Trading Act, the Consumer Guarantees Act and the Privacy Act, BP's liability to you in connection with your Gift Card will be limited to the unused value on your Gift Card, and BP will not be liable to you in connection with your Gift Card for any indirect or consequential loss, or for any loss of profits, loss of opportunity or loss of reputation. For this purpose, loss is "consequential" if it relates to the particular purposes for which you are using or relying on the Gift Card, i.e. if other customers using or relying on a Gift Card for a different purpose would not necessarily suffer the same type of loss.

4.3 You agree to indemnify BP or the Participating BP Service Station against any loss, damage, cost, claim or liability incurred by BP or the Participating BP Service Station arising from any breach by you of these terms and conditions.

4.4 Clauses 4.2, 4.3 and this 4.4 survive the redemption or expiry of the Gift Card.

4.5 You may not assign any of your rights or obligations under these terms and conditions without BP's consent. BP may assign any of its rights and obligations under these terms and conditions to any person or entity nominated by BP to operate the Gift Card.

4.6 These terms and conditions constitute the entire agreement between you on the one hand and BP and the Participating BP Service Station, on the other, in respect of the Gift Card.

4.7 BP can update these terms and conditions by posting the amended version on its website. Changes will not take effect until at least 14 days after posting to the website. This 14 day minimum notice period is extended to 90 days for any change that materially increases your obligations, or has a material adverse impact on your ability to access and spend the unused value on the Gift Card, except where the reason for making the change is to enable BP to comply with law. BP's changes to the terms and conditions will never be applied retrospectively, so you will not be bound by changes if you have already used up the value on the Gift Card by the time they take effect.

4.9 Information collected by BP about you may be "personal information" for the purposes of the Privacy Act 2020. You agree to the collection and use of this personal information and the disclosure of such information to BP's agents for the purposes of operating and marketing of Gift Cards. If you choose to register your Gift Card, additional personal information will be handled by BP and BP's provider of Gift Card services. You can find out more information about this via the privacy policy made available online at the time of Gift Card registration at <https://www.giftstation.co.nz/privacy-security>

4.10 If you buy a Gift Card for the purpose of a business as defined in the Consumer Guarantees Act 1993, the Consumer Guarantees Act 1993 will not apply to these terms and conditions to the extent permitted by that Act.

4.11. BP may cancel your Gift Card as part of a general withdrawal from the market or a general upgrade of our card technology platform. If we do this, we will post a notice at our Participating BP Service Stations, on the BP website and in a national newspaper. From the date specified in the notice, you will have 6 months in which to use or draw down the balance of your Gift Card. Thereafter, Participating BP Service Stations will no longer accept your Gift Card for payment.

4.12 In the event that BP's supplier of Gift Card services becomes insolvent, BP will notify customers at Participating BP Service Stations, on the BP website, or in a national newspaper. From the date specified in the notice, Participating BP Service Stations will no longer accept your Gift Card for payment'.