

TERMS AND CONDITIONS FOR BP GIFT CARDS

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. BP may amend these terms and conditions from time to time by placing a notice on www.bp.co.nz advising that these terms and conditions have changed.

1. INTERPRETATION

1.1 In these terms and conditions;

- (a) **BP** means BP Oil New Zealand Limited.
- (b) **BP Corporate Customer** means those BP customers who have approval to purchase Gift Cards directly from BP's Head Office.
- (c) **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 www.bp.co.nz. Please note that the Participating BP Service Stations that issue/redeem Gift Cards may change from time to time.
- (d) **You** means a person who purchases a Gift Card and/or has possession of a Gift Card and includes a BP Corporate Customer.

2. PURCHASING YOUR GIFT CARD

- 2.1 You may purchase Gift Cards from any Participating BP Service Station. The Participating BP Service Station issuing your Gift Card will activate your Gift Card for use after you have paid the value you have nominated for it.
- 2.2 BP Corporate Customers may also purchase Gift Cards from BP's Head Office by phoning 0800 800 027. Once you have paid BP for the Gift Cards, BP will provide the Gift Cards to you. BP will activate your Gift Cards for use once you have confirmed with BP that you have actually received the Gift Cards.
- 2.3 Your Gift Card cannot be used until it has been activated by BP or a Participating BP Service Station.
- 2.4 At the time of your purchase of a Gift Card you must nominate the value of your Gift Card for any amount between \$5 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.
- 2.5 You can top-up the balance of your Gift Card in increments of \$5 at any Participating BP Service Station. BP Head Office cannot top-up the balance on Gift Cards for Corporate Customers. The payment terms relating to your initial purchase of the Gift Card apply to any top-up of the balance of your 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. Gift Cards cannot be redeemed for cash or to purchase another Gift Card. No change will be given 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.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 have an EFTPOS terminal that is operational at the time of the purchase. BP does not warrant that the EFTPOS terminal 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 is not operational at the time of purchase or by any failure in the EFTPOS terminal 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 last transaction is made with that Gift Card. Transactions include the initial purchase of the Gift Card, a top-up of the balance on a Gift Card or any redemption of the Gift Card to purchase goods and services. 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 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.

- 3.10** 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.
- 3.11** BP will have no liability to you where a Participating BP Service Station refuses to accept a Gift Card for any reason.
- 3.12** 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** To the maximum extent permitted by law, the liability of BP and Participating BP Service Stations, to you is, in all circumstances, limited to the total redemptive value of the Gift Card.
- 4.3** Except as otherwise provided by statute (including the Consumer Guarantees Act 1993) and without limiting any other terms and conditions, BP is not liable to you for any loss, cost, claim, damage or liability whether direct or indirect for:
- (a)** the actions of any Participating BP Service Station;
 - (b)** any goods or services purchased by the redemption of your Gift Card;
 - (c)** any fault with any EFTPOS terminal used in conjunction with a Gift Card;
 - (d)** any fault with the electronic systems which processes Gift Card transactions;
 - (e)** any loss or theft of Gift Cards purchased by Corporate Customers through BP's Head Office; and
 - (f)** any performance or non-performance by BP of any obligation under these terms and conditions.
- 4.4** 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.
- 4.5** Clauses 4.2, 4.3, 4.4 and this 4.5 survive the redemption or expiry of the Gift Card.
- 4.6** 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.
- 4.7** 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.

- 4.8** BP may vary these terms and conditions at any time by placing a notice on its website advising that these terms and conditions have changed.
- 4.9** Information collected by BP about you may be "personal information" for the purposes of the Privacy Act 1993. 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.
- 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.