

BP Uber Pro Terms and Conditions

1. Overview:

If you would like to enjoy the benefits of this Offer, there are certain terms and conditions that apply.

Except during any Transition Period:

- the [Everyday Rewards Terms and Conditions](#) and the [BPme Terms and Conditions](#) form part of these **BP Uber Pro Terms and Conditions** as if they were set out in full below;
- if there is any inconsistency between these **BP Uber Pro Terms and Conditions** and the [Everyday Rewards Terms and Conditions](#) or the [BPme Terms and Conditions](#), these **BP Uber Pro Terms and Conditions** will prevail; and
- when you participate in this Offer, you will be deemed to have:
 - accepted these **BP Uber Pro Terms and Conditions**;
 - accepted the [Everyday Rewards Terms and Conditions](#);
 - accepted the [BPme Terms and Conditions](#);
 - accepted the [Privacy Collection Notice for BPme](#) and read and understood the [BP Privacy Statement](#); and
 - consented to BP contacting the Relevant Partner and the Relevant Partner notifying BP whether or not you continue to be a member of the Uber Pro Program and your tier status in the Uber Pro Program via the Uber Pro API (or any other process as determined by BP from time to time) on an ongoing basis,

so, you should read each of the above listed documents to make an informed choice about whether you would like to participate in this Offer.

This Offer is operated and administered by BP Oil New Zealand Limited (NZBN 9429040962658).

During any Transition Period the [Temporary Everyday BP fuel discount instore flyer offer T&Cs](#) (for pay in-store transactions) or [Temporary Everyday BP fuel discount with BPme offer T&Cs](#) for pay-in-car with BPme transactions) and [BPme Terms and Conditions](#) will apply. The [Everyday Rewards Terms and Conditions](#) and the remainder of these **BP Uber Pro Terms and Conditions** will not apply.

2. Definitions:

Some important key words that are used in these terms and conditions are defined below. If you see a capitalised term used in this document, which is not defined here, it will have the same meaning as set out in the [Everyday Rewards Terms and Conditions](#) or the [BPme Terms and Conditions](#).

Business Day means a day that is not a weekend or public holiday in Auckland, New Zealand.

Eligible Payment Methods means the methods of payment that must be used in order to receive the Offer and include without limitation:

- (a) cash;
- (b) credit and debit bank issued cards that are accepted at the Fuel Offer Site, Shop Offer Site or Wildbean Café Offer Site (as applicable);
- (c) Pay with BPme (excluding via BP Fuelcard);
- (d) BP Gift Card; and
- (e) when you pay with an Everyday Rewards Voucher.

The following payment methods are not Eligible Payment Methods for receiving a discount:

- BP Fuelcard;
- Motor Pass Cards;
- Motor Charge Cards;
- Fleet Cards; and
- Distributor Cards.

If we remove a form of payment from being an Eligible Payment Method, we will update these terms and conditions and provide you with 14 days' notice.

Eligible User means an individual who meets the conditions set out in clause 3 of these **BP Uber Pro Terms and Conditions**.

Fuel to which the Fuel Offer applies is set out in Item 4 of the Schedule.

Fuel Offer is the offer set out in Item 4 of the Schedule.

Fuel Offer Sites means the participating BP branded sites in New Zealand at which the Fuel Offer is available.

Offer means collectively the Fuel Offer, Shop Offer and Wildbean Cafe Offer.

Relevant Partner means the BP customer or corporate partner set out in Item 1 of the Schedule.

Shop Offer is the offer set out in Item 5 of the Schedule.

Shop Offer Sites means the participating BP branded sites in New Zealand at which Shop Offers are available. (For the avoidance of doubt, the full range of Shop Offers may not be available at all Shop Offer Sites.)

Transition Period means the period commencing on 1 February 2024 and ending on the earlier of:

- 30 April 2024; or
- the date that your Everyday Rewards Card has been successfully linked to your BPme account (which must be linked to your Uber Pro account).

Wildbean Cafe Offer is the offer set out in Item 6 of the Schedule.

Wildbean Cafe Offer Sites means the participating BP branded sites in New Zealand at which Wildbean Cafe Offers are available.

3. What criteria do I need to meet to be eligible to receive the Offer?

You must meet the following criteria to be eligible to receive the Offer. You must:

- (a) be a current member of the Everyday Rewards program and have accepted and comply with the [Everyday Rewards Terms and Conditions](#);
- (b) have signed up for a BPme account and accepted and comply with the [BPme Terms and Conditions](#);
- (c) have registered and linked your Everyday Rewards Card to your BPme Account;
- (d) comply with these **BP Uber Pro Terms and Conditions**;
- (e) have accepted the terms of the [BP Privacy Collection Notice](#) and [BP Privacy Statement](#);

- (f) be associated with the Relevant Partner in the manner set out in Item 2 of Schedule 1; and
- (g) meet any other conditions set out in Item 3 of the Schedule.

4. What is the Offer?

The Offer is set out in Item 4, Item 5 and Item 6 of the Schedule and is subject to the limitations described in clause 5 below.

5. What limitations apply to the Offer?

The limitations that apply to the Offer are set out in Item 7 and Item 8 of the Schedule and below.

Where there is a technical issue or some other outage meaning that you are unable to claim the Offer at the time that the transaction is processed, you will unfortunately be unable to claim the Offer.

However you can contact BP (on 0800 800 027 or via our [website](#)) to request an equivalent cent per litre discount rate (being the rate that you would have been entitled to based on your Tier at the time of the transaction) to be applied to your account which must be used on your next fuel transaction up to a maximum of 50 litres within 30 days. For example, if your Tier Status was Gold at the time of the technical issue/outage where you were unable to claim the Offer, 11cpl discount will be automatically applied in addition to your regular Fuel Offer in your next fuel transaction up to a maximum of 50 litres. This will be valid for you to use for 30 days.

6. The Offer is personal to you

The Offer is personal to you and is not transferable. You agree that you will not assign or otherwise transfer the benefit of the Offer (by any means) to any other person or entity.

You agree that you will not allow any other person to use your Everyday Rewards Card(s) or your BPme Account to claim the Offer.

It is your responsibility to ensure that your BPme Account details and Everyday Rewards Card details are at all times kept secure and not shared with any other person or entity.

You must immediately notify Everyday Rewards if your Everyday Rewards Card details become lost, stolen or subject to possible unauthorised use. To notify Everyday Rewards please call 0800 996 337.

You must immediately notify BP if your BPme account details become compromised or subject to possible unauthorised use. To notify BP please call 0800 800 027. You are responsible for and BP is not liable for any unauthorised use whatsoever of your BPme Account prior to you notifying BP that your BPme Account details have become lost, stolen or subject to possible unauthorised use.

BP may at any time suspend or terminate your BPme Account, which will immediately cancel all privileges and benefits that attach to that account, if (acting reasonably):

- (a) we consider that your BPme Account or Everyday Rewards Account details have been used other than as permitted or contemplated by these BP Uber Pro Terms and Conditions; or
- (b) we reasonably suspect that a person other than you is using your BPme Account or Everyday Rewards Card, or there is any suspicious or fraudulent behaviour associated with your participation in the Offer.

We reserve the right to take any other actions we think are reasonable to recover any of our losses, including but not limited to recovering the value of any Discounts provided as part of the Offer from you if we take action pursuant to clauses 6(a) or 6(b).

If you consider that BP has improperly suspended your Account, please contact BP on 0800 800 027. BP will reinstate your account if you provide reasonable evidence that your BPme Account details have been used as permitted or contemplated by these BP Uber Pro Terms and Conditions, or no suspicious or fraudulent behaviour has taken place, and BP considers (acting reasonably) that your suspension was improper.

7. How do I claim the Offer?

In order to claim the Fuel Offer, you must:

Either

- (a) visit a [Fuel Offer Site](#);
- (b) fill-up with Fuel;
- (c) have your BPme Rewards QR code scanned *before the transaction is finalised*; and
- (d) pay in-store with an Eligible Payment Method.

Or

- (a) visit a [Fuel Offer Site that is also a participating BPme site](#);
- (b) Use BPme to authorise your chosen pump using an Eligible Payment Method;
- (c) Fill up with fuel;
- (d) Use BPme to check that payment has been made successfully.

Availability of the Fuel Offer is subject to Fuel availability and the other limitations that apply to the Offer as set out in Items 6 and 7 of the Schedule.

In order to claim the Shop Offer or Wildbean Cafe Offer, you must:

- (a) visit a [Shop Offer Site or Wildbean Cafe Offer Site](#) that stocks the applicable product or service;
- (b) purchase products and services to which the Shop Offer or Wildbean Cafe Offer applies;
- (c) have your BPme Rewards QR code scanned *before the transaction is finalised*; and
- (d) pay in-store with an Eligible Payment Method.

Availability of the Shop Offer or Wildbean Cafe Offer is subject to availability of the relevant products and services and the other limitations that apply to the Offer as set out in Items 6 and 7 of the Schedule.

Please note, when scanning your BPme Rewards QR code please ensure that you have your mobile phone screen brightness turned up to full.

8. I forgot to claim the Offer, can I claim this later?

If you forget to have your BPme Rewards QR code scanned *before a transaction is finalised*, we are not able to apply the Offer retrospectively.

9. How do I find a Fuel Offer Site or a Shop Offer Site or a Wildbean Cafe Offer Sites?

Periodically BP will issue a list of [participating BP branded sites](#) and the applicable offers at each of those BP branded sites in New Zealand.

BP does not guarantee the accuracy of this list and that the list is up to date at all times. You are responsible for confirming with the site that they are participating in the relevant Offer (Fuel Offer,

Shop Offer or Wildbean Cafe Offer) prior to filling your tank in the case of the Fuel Offer, or prior to completing your order/purchase in the case of the Wildbean Cafe Offer or Shop Offer respectively.

10. What happens if I do not receive the Offer at the time of payment?

If you are unable to claim the Offer at the time that the transaction is processed, for example where there is a technical issue or some other outage, but you have nevertheless complied with these BP Uber Pro Terms and Conditions you will unfortunately not be able to claim the Offer. Please refer to clause 5 above for further information.

11. How long will the Offer be available?

BP reserves the right to update these BP Uber Pro Terms and Conditions, including the terms of the Offer from time to time upon notice in accordance with clause 14.

The Offer may cease at any time upon BP giving you 10 Business Days' notice or otherwise immediately if BP's agreement with the Relevant Partner regarding this Offer terminates or expires.

12. How do I withdraw my consent to BP contacting the Relevant Partner and the Relevant Partner notifying BP of my status as a member of the Uber Pro Program and my tier status?

If you want to withdraw your consent to BP contacting the Relevant Partner and the Relevant Partner notifying BP of your status as a member of the Uber Pro Program and your tier status in the Uber Pro Program, you can do so by unlinking your Uber Pro account within the BPme app.

If, however you do withdraw this consent, you will no longer be eligible for this Offer. You may still be eligible to receive the benefits of the Everyday Rewards program under the [Everyday Rewards Terms and Conditions](#).

13. How do I cancel my participation in the Offer?

If you want to cancel your participation in the Offer you can do so by unlinking your Uber Pro account within the BPme app. If you do so, you may still be eligible to receive the benefits of the Everyday Rewards program under the [Everyday Rewards Terms and Conditions](#). Refer to the [Everyday Rewards Terms and Conditions](#) if you wish to cancel participating in the Everyday Rewards program.

If you want to permanently delete your BPme Account you can do so via the settings in BPme or by emailing BP at customerenquiries@se1.bp.com. See section 14.1 of the [BPme Terms and Conditions](#) for more details.

14. Changes to these BP Uber Pro Terms and Conditions

BP may add to or vary these BP Uber Pro Terms and Conditions (including but not limited to the Offer) from time to time by posting amended terms online. BP will notify you of any material changes to the terms and conditions. If the changes cause you detriment (financial or otherwise) we will provide you with at least 10 Business Days' notice prior to the change. You may cancel your participation in the Offer by unlinking your Uber Pro account within the BPme app if You do not agree to any changes BP makes to these BP Uber Pro Terms and Conditions.

Last updated: 31 January 2024

Schedule

Item 1	Who is the Relevant Partner?	Uber New Zealand Technologies Limited NZBN 9429030215177										
Item 2	What association do you need to have with the Relevant Partner?	You must be a driver partner or delivery partner of the Relevant Partner and a member of the Uber Pro Program that meets any eligibility criteria set by the Relevant Partner for the Uber Pro Program from time to time. See here for details.										
Item 3	What conditions do you need to meet to be an Eligible User and be eligible for this Offer?	See clause 3.										
Item 4	What is the Fuel Offer?	<p>The Fuel Offer (as set out in this Item 4) is subject to the limitations set out in clause 5 of these BP Uber Pro Terms and Conditions and Item 7 of this Schedule:</p> <p>The types of fuel to which the Fuel Offer applies are 91, 95, Ultimate 98, Diesel, Ultimate Diesel or as otherwise updated by BP from time to time ("Fuel")</p> <p>The discounts on Fuel that you are eligible for depend on your tier status in the Uber Pro Program (being Diamond, Platinum, Gold or Blue/Green) as notified by the Relevant Partner to BP at the time of the transaction (Tier Status).</p> <p>The Fuel Offer is as follows:</p> <table border="1" data-bbox="732 1115 1414 1598"> <thead> <tr> <th data-bbox="732 1115 1019 1167">Tier Status</th> <th data-bbox="1019 1115 1414 1167">Discount</th> </tr> </thead> <tbody> <tr> <td data-bbox="732 1167 1019 1272">Diamond</td> <td data-bbox="1019 1167 1414 1272">9 cents per whole litre of Fuel plus the Everyday Rewards Discount</td> </tr> <tr> <td data-bbox="732 1272 1019 1377">Platinum</td> <td data-bbox="1019 1272 1414 1377">7 cents per whole litre of Fuel plus the Everyday Rewards Discount</td> </tr> <tr> <td data-bbox="732 1377 1019 1482">Gold</td> <td data-bbox="1019 1377 1414 1482">5 cents per whole litre of Fuel plus the Everyday Rewards Discount</td> </tr> <tr> <td data-bbox="732 1482 1019 1598">Blue/Green</td> <td data-bbox="1019 1482 1414 1598">3 cents per whole litre of Fuel plus the Everyday Rewards Discount</td> </tr> </tbody> </table> <p>As at the commencement of the Fuel Offer, the "Everyday Rewards Discount" is 6 cents per whole litre of Fuel.</p> <p>The above discounts are correct as at the date of these terms and conditions. BP may vary the above discounts from time to time, and if we do, we will update these terms in accordance with clause 14.</p> <p>When we say above the discounts are "per whole litre of Fuel", this means that the discount is calculated based on</p>	Tier Status	Discount	Diamond	9 cents per whole litre of Fuel plus the Everyday Rewards Discount	Platinum	7 cents per whole litre of Fuel plus the Everyday Rewards Discount	Gold	5 cents per whole litre of Fuel plus the Everyday Rewards Discount	Blue/Green	3 cents per whole litre of Fuel plus the Everyday Rewards Discount
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Blue/Green	3 cents per whole litre of Fuel plus the Everyday Rewards Discount											

		the number of whole litres purchased rounding down. For example, if 42.85 litres of fuel are purchased, the discount will be applied on 42 litres.
Item 5	What is the Shop Offer?	<p>The Shop Offer (as set out in this Item 5) is subject to the limitations set out in clause 5 of these BP Uber Pro Terms and Conditions and Item 8 of this Schedule:</p> <p>(a) Carwash offer: NZD\$7 “ultra clean starter” carwash service; and</p> <p>(b) Shop products:</p> <ul style="list-style-type: none"> • NZD\$2.50 for V Energy 250ml variants; and • NZD\$3 for Pump water 750ml variants, <p>limited to a maximum of 2 per transaction.</p> <p>The products described in the above Shop Offer are subject to change without notice.</p>
Item 6	What is the Wildbean Cafe Offer?	<p>The Wildbean Cafe Offer (as set out in this Item 6) is subject to the limitations set out in clause 5 of these BP Uber Pro Terms and Conditions and Item 8 of this Schedule:</p> <p>(a) 30% off all Wildbean Cafe barista coffees;</p> <p>(b) 15% off Wildbean Cafe food products (excluding muffins covered by the offer below); and</p> <p>(c) NZD\$3 for Wildbean Cafe muffin variants, limited to a maximum of 2 per transaction.</p> <p>The products described in the above Wildbean Cafe Offer are subject to change without notice.</p>
Item 7	What limitations apply to the Fuel Offer?	<p>(a) The Fuel Offer is only available at Fuel Offer Sites, and is subject to availability of the relevant Fuel products;</p> <p>(b) The Fuel Offer will only apply to the first 50 Litres of Fuel purchased by you per transaction. When calculating the 50 Litres, BP will aggregate all Fuel types purchased;</p> <p>(c) Unless otherwise determined at the discretion of the individual Fuel Offer Site, the Fuel Offer cannot be used in conjunction with any other offer or discount on Fuel outside of these BP Uber Pro Terms and Conditions meaning that if there is any offer or discount on Fuel available, you will be provided with at least the value of the Fuel Offer but will not be entitled to stack multiple Fuel offers in the same transaction.</p>

Item 8	What limitations apply on the Shop Offer and Wildbean Cafe Offer?	<ul style="list-style-type: none">(a) Subject to (b) and (c) below, the Shop Offer and Wildbean Cafe Offer are only available at Shop Offer Sites or Wildbean Cafe Offer Sites respectively, and is subject to availability of the relevant products and services;(b) The “Shop products” discounts are only available at Shop Offer Sites.(c) The “carwash offer” is only available at Shop Offer Sites that have carwash facilities and offer “ultra clean starter” carwash service; and(d) The 30% off Wildbean Cafe barista coffee, 15% off Wildbean Cafe food products and NZD\$3 Wildbean cafe muffin offer are only available at Wildbean Cafe Sites; and(e) Unless otherwise determined at the discretion of the individual Shop Offer Site or Wildbean Cafe Site, the Shop Offer or Wildbean Cafe Offer cannot be used in conjunction with any other non-Fuel offers outside of these BP Uber Pro Terms and Conditions meaning that if there is any other non-Fuel offers available, you will be provided with at least the value of the Shop Offer or Wildbean Cafe Offer, but will not be entitled to stack multiple non-Fuel offers outside of these BP Uber Pro Terms and Conditions in the same transaction.
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