



BP Fuelcard 2023 American Express Card Fee ("Offer") Terms and Conditions

1. Information on how to participate in the Offer and the AMEX Fee Waiver form part of these Terms and Conditions. Participation in this Offer is deemed acceptance of these Terms and Conditions. This Offer is not valid in conjunction with any other offer, unless stated otherwise.
2. The Promoter means BP Oil New Zealand Limited (NZBN 9429040962658), having its principal office at Watercare House, 73 Remuera Road, Newmarket, Auckland 1050.
3. The Offer commences at 12:01am (NZST) on 20/11/2023 ("**Offer Date**") and runs until 11:59pm (NZST) on 19/11/2026 ("**Offer Period**"). The Promoter reserves the right to change or end the Offer Period at any time.
4. Participation in the Offer is only open to Eligible Businesses and in respect to Eligible Purchases.
5. **Eligible Businesses** means those BP Fuelcard account holders (or group of BP Fuelcard account holders that share common pricing under a collectively negotiated pricing arrangement or groups of related entity account holders) who purchase fuel from BP under the BP New Zealand Fuelcard [Standard Terms and Conditions](#) and are located in New Zealand with a valid NZBN, and which purchased in aggregate less than 3 million litres of fuel (including all grades of unleaded and diesel fuel) during the 12-month period immediately preceding the Offer Date but specifically excludes any BP Fuelcard account holders who are on platts-based or formula-based pricing for fuel (unless otherwise determined at BP's sole discretion).

Only one (1) BP Fuelcard account per Eligible Businesses is permitted for the purposes of participation in this Offer. A BP Fuelcard account holder can have multiple representatives who each receive a BP Fuelcard account fuel card on behalf of the Eligible Businesses in accordance with the BP Fuelcard Terms and Conditions.

6. **Eligible Purchases** means purchases by Eligible Businesses made during the Offer Period using their BP Fuelcard account up to a maximum total amount of NZD\$4 million in each 12-month period within the Offer Period ("**Cap**"), the first of which commences on the Offer Date. For the avoidance of doubt:
 - a. a group of related entities who each hold a separate BP Fuelcard account, or a group of BP Fuelcard account holders that share common pricing under a collectively negotiated pricing arrangement, will have a shared Cap, so that the AMEX Fee

Waiver will cease to apply where the related entities or the group have, in aggregate, made purchases exceeding the Cap in the relevant 12-month period; and

- b. purchases made during any period prior to the Eligible Businesses becoming a BP Fuelcard account holder are not Eligible Purchases.
7. Eligible Businesses will receive a waiver of all American Express card acceptance fees payable to BP in respect of their Eligible Purchases for the duration of the Offer Period ("**AMEX Fee Waiver**").
8. During the Offer Period, an organization which is not already a BP Fuelcard account holder and wants to be an Eligible Business may, through an authorized representative aged 18 years or over, apply to become a BP Fuelcard business customer as follows:
 - a. fully complete a BP Fuelcard online application form which includes the relevant promotional code specific to this Offer (available online via advertisements for the Offer), or a hard copy application form available from a BP representative who is advertising the Offer ("**BP Fuelcard Application**"); and
 - b. submit the fully completed BP Fuelcard Application form for approval by the Promoter, such that it is received by the Promoter during the Offer Period.
9. All BP Fuelcard Applications will be subject to approval by the Promoter in accordance with the BP Fuelcard Terms and Conditions. BP Fuelcard Applications must satisfy the full information disclosure requirements, as stated on the BP Fuelcard Application form, in order to be eligible. Processing of BP Fuelcard Applications and credit approval may take up to four (4) weeks from the date of submission in some cases, subject to full information disclosure. If a business is not approved to become a BP Fuelcard account holder by the Promoter, that business will be ineligible to participate in this Offer.
10. The Promoter's decision in relation to any aspects of the Offer (including, without limitation, whether entities are related for the purposes of the Offer or whether a group of BP Fuelcard account holders share common pricing under a collectively negotiated pricing arrangement) is final and binding on every person who participates or seeks to participate, and no correspondence will be entered into.
11. An Eligible Business must comply with the BP Fuelcard Terms and Conditions and these Offer Terms and Conditions at all relevant times.
12. Any cost associated with accessing the promotional website related to this Offer is the responsibility of the Eligible Business and is dependent on the internet service provider used.

13. The Promoter does not accept any responsibility for any tax implications that may arise for a participant in relation to the Offer, including Fringe Benefits Tax implications. Independent financial advice should be sought. Where this Offer involves, for GST purposes, supplies being made for non-monetary consideration, Eligible Businesses will follow the Inland Revenue Department's stated view that where the parties are at arm's length, goods and services exchanged are the open market value in accordance to the Goods and Service Tax Act 1985.
14. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated by any party in the course of or in connection with this Offer if the deficiency is occasioned by any cause outside the reasonable control of the Promoter, including without limitation technical malfunctions or failures.
15. The Promoter reserves the right, at any time and in its sole discretion, to verify the validity of BP Fuelcard Applications/claims, participants or authorized representatives, and to disqualify any Eligible Business whose authorized representative the Promoter has reason to believe has breached any of these Offer Terms and Conditions or the Terms and Conditions applicable to their BP Fuelcard account, or has engaged in any unlawful or other improper misconduct calculated to jeopardize, or which has the effect or likely effect of jeopardizing, the fair and proper conduct of the Offer. The Promoter's legal rights to recover damages or other compensation from such an actor are reserved.
16. The AMEX Fee Waiver will only be awarded where the Eligible Business fulfils all of the requirements of the Promoter's validation and verification tests and procedures. The validation and verification tests and procedures shall be determined by the Promoter, in its sole and absolute discretion.
17. Without limiting anything else in these Terms and Conditions, if this Offer is not capable of running as planned for any reason, including but not limited to war, terrorism, state of emergency or disaster (including natural disaster), infection by computer virus, bugs, tampering, unauthorized intervention, technical failures or anything which corrupts or affects the administration, security, fairness, integrity or proper conduct of this Offer, the Promoter reserves the right, in its sole discretion, to cancel, terminate, modify or suspend the Offer without notice.
18. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify, any liability which under statute cannot be excluded. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Offer.
19. Except for any liability that cannot by law be excluded, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability

(including negligence) for any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorized access or third party interference; or (c) any tax liability incurred by an Eligible Business.

20. The Promoter may collect personal information about individuals connected with an Eligible Business for the primary purpose of administering the Offer. If the personal information requested is not provided, the Eligible Business with which that individual is connected may not be able to participate in the Offer. The Promoter may also collect and use participants' personal information to help improve its goods and services and for the purposes described in paragraph 21 below. The Promoter's collection, storage, disclosure and use of the personal information will be performed in accordance with the BP Fuelcard Terms and Conditions and BP's Privacy Policy that is available at https://www.bp.com/en_nz/new-zealand/home/privacy-statement.html.
21. The Promoter may share personal information provided in connection with this Offer with the Promoter's dealers, related companies, agents, contractors or promotional partners. The Promoter and its New Zealand related companies and promotional partners may contact Eligible Businesses with special offers and marketing via any medium, including mail, telephone and commercial electronic messages (including email and SMS). By participating and providing personal information, each participant consents to the use of their personal information in this manner. You can opt out of receiving all or any of the communications listed above:
 - a. for email communications by clicking the 'unsubscribe' link;
 - b. for SMS messages, by opting out directly from an SMS; and for all other communications by contacting us at privacyofficer@se1.bp.com
22. Where BP holds personal information about a participant that it has collected from different sources, BP may combine this personal information into a single record or collection of linked records. Participants' personal information may be disclosed to overseas locations such as, but not limited to, New Zealand, the USA, the UK, Malaysia, the Philippines and India. The Promoter's Privacy Policy (available at https://www.bp.com/en_nz/new-zealand/home/privacy-statement.html) states:
 - a. how participants can seek access to the personal information the Promoter holds about them and seek the correction of such information; and
 - b. how participants can complain about a breach of privacy and how the Promoter will deal with such a complaint.
23. Without limiting the Promoter's rights under paragraphs 3 and 17, the Promoter may vary these Terms and Conditions by posting amended terms on its website at least 30

days prior to the changes taking effect (or without notice if changes are required by applicable law).