

# Your StarCard

## terms and conditions

These terms and conditions apply to each Caltex StarCard Issued by Z Energy 2015 Limited ("Z Energy 2015") to you or to an authorised person in accordance with your instructions.

### 1. DEFINITIONS

- 1.1 "a StarCard" means each StarCard issued to you or to an authorised person in accordance with your instructions and "your StarCards" means all those StarCards.
- 1.2 "Authorised Person" means a person to whom a StarCard is issued or who is otherwise authorised to use that StarCard.

### 2. USE OF STARCARD

- 2.1 Places of Use: A StarCard can be used by an authorised person as payment for the range of goods or services agreed by you and Z Energy 2015 at merchants in New Zealand who are authorised by Z Energy 2015 to honour StarCards.
- 2.2 Users: You may authorise a StarCard to be issued:
  - (a) To a person; or
  - (b) For use in relation to a particular vehicle.  
You are responsible for ensuring each Authorised Person of that StarCard complies with these Terms and conditions.
- 2.3 Transaction: Z Energy 2015 will charge or credit to your StarCard account all purchases made with or credit vouchers issued to your StarCards
- 2.4 Transaction Limits: Z Energy 2015 may from time to time set maximum transaction, volume and dollar charge limits for a StarCard or your StarCard Account by day or month.
- 2.5 Restrictions on StarCards: Either upon your request, or in its own discretion, Z Energy 2015 may place restrictions on the range of products that may be purchased with your StarCard. You must at all times use your StarCard in accordance with any such restrictions.

### 3. STARCARD SECURITY

- 3.1 Signing of StarCard: If a StarCard is issued:
  - (a) To a person, it must be signed by that person immediately on receipt; or
  - (b) For use in relation to a particular vehicle, it can remain unsigned but you are responsible for any use that of the StarCard whether authorised or not.
- 3.2 PIN Number: For all electronic transactions using a StarCard, the authorised person will be required to enter a PIN. The authorised person must not:
  - (a) Keep a written record of the PIN; or
  - (b) Disclose the PIN to any person not authorised to use the StarCard.
- 3.3 Security generally: You are responsible for ensuring that no unauthorised person uses a StarCard.

- 3.4 PIN reset: You must select a password (the "PIN reset Password") that will be verified at any time when the PIN is sought to be reset (including where a StarCard has been locked due to incorrect PIN entered 3 consecutive times). Any locked StarCard will remain locked until Z Energy 2015 is contacted by any person who gives the PIN reset Password and requests that the PIN be reset. A new PIN will need to be entered when the StarCard is used for the first time following the reset of the PIN. It is your responsibility to ensure the PIN reset is kept confidential. Giving of the PIN reset Password by any person will be considered by Z Energy 2015 as conclusive proof that such the person giving it has been authorised by you to reset the PIN.

### 4. YOUR OBLIGATIONS:

- 4.1 Late Payment Fee: If you fail to make payment by the due date Z Energy 2015 can charge a late payment fee.
- 4.2 Expiry or Cancellation: No authorised person is permitted to use a StarCard after it has expired or after notice of its cancellation is given by Z Energy 2015 or you.
- 4.3 Lost or Stolen StarCard: If a StarCard is lost or stolen, you must immediately notify the Caltex Customer Service Centre by telephone, followed by written confirmation that must be received by Z Energy 2015 within 7 days.
- 4.4 Change of Address: If the address your StarCards are mailed to changes, you must notify Z Energy 2015 in writing as soon as possible. You will be liable for all transactions charged on a StarCard that is delivered to your last advised address.

### 5. FEES

- 5.1 Fees: You must pay Z Energy 2015 the StarCard fees specified by Z Energy 2015 from time to time. No fees will be refunded if a StarCard is cancelled or your account is closed.
- 5.2 Receipt Copy Fees: Requests for copies of transaction receipts or vouchers may incur a fee as notified by Z Energy 2015 at the time of request.

### 6. GRANTING AND MAINTAINING CREDIT TERMS

- 6.1 You will periodically provide to Z Energy 2015 such financial information as shall be deemed necessary by Z Energy 2015 to support any credit extension. If at any time your financial capacity becomes impaired or unsatisfactory to Z Energy 2015, in sole judgment of Z Energy 2015, advance cash payment satisfactory to Z Energy 2015 shall be given by you on demand by Z Energy 2015, and Z Energy 2015 may cancel or suspend your right to use StarCard until such payment is received.

### 7. LIABILITY

- 7.1 Amounts Properly Incurred: Any StarCard transaction record received by Z Energy 2015 that:
  - (a) Is signed by an authorised user of a StarCard, or
  - (b) Is authorised by the confidential four digit PIN for a StarCard, or
  - (c) Results from the use of a StarCard that is unsigned,
  - (d) Is conclusive proof that the amount recorded was properly incurred.

- 7.2 Disputes with a Merchant: Any claim or dispute between you and a merchant does not relieve you of your obligation to pay Z Energy 2015 without deduction any amount incurred using a StarCard.
- 7.3 Your Liability: You are liable to Z Energy 2015 for:
- (a) Payment of all amounts properly debited to your StarCard account even if a StarCard has been in breach of these terms and conditions and
  - (b) All amounts incurred as a result of the unauthorised use of a StarCard from the time it is lost or stolen until notification of that loss or theft is received by the Caltex Customer Service Centre; and
  - (c) All transactions made with a StarCard where:
    - (i) A written record of the PIN or the "PIN reset Password" has been kept; or
    - (ii) The PIN or the "PIN reset Password" has been disclosed (whether deliberately or not) to an unauthorised person, or
    - (iii) An unauthorised person has used a StarCard,
    - (iv) Until such time as Z Energy 2015 is able to cancel that StarCard; and
  - (d) All costs of collection and legal fees incurred by Z Energy 2015 in recovering amounts payable by you.
- 7.4 Electronic Communications: You agree that you, and not Z Energy 2015, are responsible and liable for any amounts charged to your StarCard account or any loss or costs you may suffer or incur through Z Energy 2015 sending account information to you by electronic means, including email over the internet.

## 8. CANCELLATION

- 8.1 Cancellation by you: You may cancel a StarCard or your StarCards by written notice to Z Energy 2015 accompanied by the return of the StarCard(s).
- 8.2 Cancellation by Z Energy 2015: Z Energy 2015 may cancel a StarCard or your StarCards at any time without prior notice by cancelling or not renewing the StarCard(s) and upon notice of the cancellation you will return the StarCard(s) to Z Energy 2015.

## 9. GENERAL

- 9.1 Not Transferable: Your StarCards remain property of Z Energy 2015 and are not transferable.
- 9.2 Changes in Terms and Conditions: We reserve the right to vary, delete or supplement these terms and conditions by giving you written notice (which shall include publishing the changes on our website [www.caltex.co.nz](http://www.caltex.co.nz)).
- 9.3 Notice to you:
- (a) When we give notice to you under these Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us or, where clause 9.2 applies, we will give notice by publishing changes on our website instead. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by email, you will be deemed to have been notified on the date the email is sent.
  - (b) The first use of a StarCard after a notice is given or, where applicable, after the relevant notice period, indicates you have accepted the condition(s) or change in condition(s) as notified.