



STARCASH® TERMS AND CONDITIONS

These terms and conditions apply to the use by any person (“you”) of a Caltex StarCash® card (“Card”) issued by Z Energy 2015 Limited (“us” or “we”).

1. USE OF CALTEX STARCASH®

1.1 Acceptance of Conditions of Use:

You will be deemed to have accepted these terms and conditions when you purchase, accept possession of or use a Card.

1.2 Places of Use:

A Card can be used as payment for goods or services at any participating Caltex retailer in New Zealand. A Card may only be used where suitable EFTPOS facilities are available and operational. A Card cannot be used at an unmanned location or for a manual transaction.

1.3 Non-Supply of Goods or Services:

We will have no liability to you where any participating Caltex retailer will not or is unable to supply goods or services to you.

1.4 No Cash or Further StarCash® Cards:

Cards are not redeemable for cash, further Cards, any other gift cards/vouchers, or any other pre-paid cards/vouchers. Participating Caltex retailers are not permitted to give cash out or to apply credit to any customer account on transactions made using the Card. You must not on-sell your Card.

1.5 Purchase Limit:

The minimum value that can be loaded on to a Card is \$20. The maximum value that can be loaded on to a Card is \$1000. Cards cannot be reloaded. Your Card balance may be checked at giftstation.co.nz at any time.

The amount of any purchase made by you using a Card must not exceed the remaining Card balance. If your purchase exceeds the remaining Card

balance, you must use another Card or alternative payment method to complete the transaction.

1.6 Expiry:

Each Card expires 24 months from the date it is issued. Any balance that remains on your Card after expiry will not be available for use and will not be refunded by us.

The expiry date can be checked at giftstation.co.nz at any time.

2. CALTEX STARCASH® SECURITY

2.1 Security Generally:

You are responsible for ensuring that no unauthorised person uses your Card.

2.2 Lost, Stolen or Damaged Card:

Your Card should be treated like cash. If your Card is lost or stolen it will not be replaced or refunded by us or any participating retailer.

2.3 Suspension:

We may suspend your Card without notice if we, in our sole discretion, suspect that the Card has been lost or stolen, is being used for criminal activity, including fraud, or is being used in breach of these terms and conditions. If the matter is resolved to our reasonable satisfaction, we will lift the suspension.

3. YOUR RESPONSIBILITY

3.1 Dispute

Any dispute regarding receipt details or any claim relating to goods or services purchased with your Card is between you and the relevant participating Caltex retailer.

4. GENERAL

4.1 Our Liability:

To the extent permitted by law:

- (a) all express or implied warranties or representations in relation to any Card are excluded;
- (b) we will not be liable to you in respect of any warranties or representations made by any participating Caltex retailer in relation to any Card;
- (c) we will have no liability (whether in contract or tort, including negligence, or otherwise) to you in respect of any loss or expense (whether direct, indirect or consequential) suffered or incurred by you as a result of any failure or malfunction of any Card, Card system, payment system or any incorrect reading or processing of a Card by a participating Caltex retailer or in any way arising in connection with the Card or its use; and
- (d) our liability will be limited to the unused value on your Card.

4.2 Variation:

We may vary these terms and conditions from time to time by posting new terms and conditions on caltex.co.nz or displaying the terms and conditions at the premises of participating Caltex Retailers. The new terms and conditions will automatically take effect 14 days after the posting. However, if in our reasonable opinion the changes to these terms and conditions have a material adverse impact on your ability to use, access or spend the unused value on your Card, the new terms that have a material adverse impact on your ability to use, access or spend the unused value on your Card will take effect 60 days from the posting.