

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 In these StarCard Terms and Conditions, unless the context requires otherwise:

StarCard means each StarCard issued to you or to an Authorised Person in accordance with your instructions and "your StarCards" means all those StarCards;

Authorised Person means a person to whom a StarCard is issued or who is otherwise authorised to use that StarCard;

Privacy Policy means Z Energy 2015's privacy policy, a copy of which is available on its website, **caltex.co.nz**;

Terms and Conditions means these StarCard Terms and Conditions together with any terms offered by us and accepted by you at the time of your application for your StarCard (whether by Credit Application, or otherwise) and any amendment of, or addition to, the same pursuant to clause 13.3 of these StarCard Terms and Conditions; and

Working Day means any day (other than a Saturday or Sunday) on which the banks are open for business in Wellington.

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 the 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. Your StarCards must at all times be used in accordance with any such restrictions.

2.6 Prices: The prices charged for the goods and services purchased with your StarCards will be the retail prices charged by the relevant merchant at the time of purchase unless otherwise agreed between Z Energy 2015 and you in writing.

2.7 Inability to supply products: Z Energy 2015 is not responsible for any loss or inconvenience which may be caused if any merchant is unable to supply you or any Authorised Person with goods and services at any time.

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 of that StarCard whether authorised by you 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 an incorrect PIN being 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 Password is kept confidential. The giving of the PIN reset Password by any person will be considered by Z Energy 2015 as conclusive proof that the person giving it has been authorised by you to reset the PIN.

4. YOUR OBLIGATIONS:

4.1 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.

4.2 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.

- 4.3 Change of Details: You must notify Z Energy 2015 of any change to your name or principal place of business, or of any change in your registered office or directors (if you are a company) as soon as possible after a change is effected.
- 4.4 Change of Bank Account: If there is any change to any bank account in respect of which a direct debit authority is held by Z Energy 2015, you must give us not less than five (5) Working Days' notice by phoning 0800 733 835 or emailing cxservice@z.co.nz and arrange for a new direct debit authority with Z Energy 2015 before your next payment due date if so required.
- 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 Late Payment Fee: If you fail to make payment by the due date Z Energy 2015 can charge a late payment fee and/or reverse any discounts granted to you in respect of the outstanding balance on your StarCard Account.
- 5.3 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, in the sole judgement of Z Energy 2015, your financial capacity becomes impaired or unsatisfactory to Z Energy 2015 at any time, 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 your StarCards until such payment is received.
- 7 CONSUMER GUARANTEES ACT**
- 7.1 StarCard is generally only available to businesses for business or trade purposes. If you are in trade and use of a StarCard pursuant to the Terms and Conditions is for the purposes of your business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply and that it is fair and reasonable for each of Z Energy 2015 and you that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 8 TAXES & DUTIES**
- 8.1 Unless precluded by legislation, Z Energy 2015 reserves the right to debit your account with any government rates, taxes or charges which now are, or which in the future may be, imposed or charged upon transactions made with your StarCards, whether or not you are primarily liable for the impost or charge.
- 8.2 For the avoidance of doubt only, Z Energy 2015's rights under clause 8.1 above shall include the right to recover from you any regional fuel tax where Z Energy 2015 are or become liable for such tax by virtue of section 65P of the Land Transport Management Act 2003 (or otherwise).
- 8.3 You acknowledge and agree that in terms of any amounts that may become due under clause 8.2 above, Z Energy 2015 may elect (in its sole discretion and without limitation to any other rights or remedies that Z Energy 2015 may have) to recover the same from you:
- (a) by debiting your account; or
 - (b) as a debt due in any court,
- and you indemnify Z Energy 2015 in relation to any such amounts that become due and all and any costs which Z Energy 2015 incurs in recovering or seeking to recover the same from you.
- 9 LIABILITY**
- 9.1 Amounts Properly Incurred: Any StarCard transaction record received by Z Energy 2015 that:
- (a) is signed by an Authorised Person, or
 - (b) is authorised by the confidential four digit PIN for that StarCard, or
 - (c) results from the use of a StarCard that is unsigned,
- is conclusive proof that the transaction was authorised and the amount recorded was properly incurred.
- 9.2 Disputes with a Merchant: Any claim or dispute between you or an Authorised Person and a merchant does not relieve you of your obligation to pay Z Energy 2015 without deduction any amount incurred using a StarCard.
- 9.3 Your Liability: You are liable to Z Energy 2015 for:
- (a) Payment of all amounts properly debited to your StarCard Account by the date required by Z Energy 2015, even if a StarCard has been used in breach of the Terms and Conditions;
 - (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;
 - (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, until such time as Z Energy 2015 is able to cancel that StarCard;
- (d) The immediate payment of the entire debit balance of your StarCard Account in the event of your death or if you become bankrupt or insolvent; and
- (e) All costs of collection and legal fees incurred by Z Energy 2015 in recovering amounts payable by you.
- 9.4 Transaction Errors: You are responsible for checking the accuracy of any amount incurred in connection with your StarCard account and for advising Z Energy 2015 of any error or discrepancy. If you do not notify Z Energy 2015 of any errors or discrepancies within 21 calendar days of the date the relevant amount was incurred, you will be deemed to have accepted the accuracy of that amount.
- 9.5 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.
- 10 CONFIDENTIALITY**
- 10.1 The information Z Energy 2015 provides to you in any tax invoice and any other reports it supplies to you is confidential and is supplied on the express condition that such information and all rights and interests thereto remain the property of Z Energy 2015.
- 10.2 You may not part with, copy or disclose such information in whole or in part to any party or use it for any purpose other than which was intended, without Z Energy 2015's written consent.
- 11 PRIVACY**
- 11.1 You acknowledge that, when Z Energy 2015 processes your application for a StarCard and in the course of your subsequent business relationship with Z Energy 2015, it may collect "personal information" about you and Authorised Persons. "Personal information" is defined in the Privacy Act 1993 as "information about an identifiable individual", i.e. information about a natural person as opposed to a company or other legal entity.
- 11.2 Z Energy 2015 collects, stores and uses such information for purposes connected with its business, such as:
- (a) providing you and Authorised Persons with information regarding products and/or services requested;
- (b) administering your StarCard account; and
- (c) carrying out any activity in connection with a legal, governmental or regulatory requirement on Z Energy 2015, or in connection with legal proceedings, crime, or fraud prevention, detection or prosecution.
- 11.3 Z Energy 2015 will not sell, trade or rent any personal information that you or any Authorised Persons provide to Z Energy 2015 to any third party, except as authorised by you and such Authorised Persons (as applicable).
- 11.4 Z Energy 2015 may from time to time offer related products and services to you in conjunction with a third party. However, in developing and marketing such offers, your personal information and the personal information of any Authorised Persons will not be disclosed to the third party concerned, unless the third party is a party with whom Z Energy 2015 can share that personal information under the Terms and Conditions and its Privacy Policy. You may notify Z Energy 2015 at any time if you do not wish to receive information about related products and services.
- 11.5 You acknowledge and agree that Z Energy 2015 may disclose your and Authorised Persons' personal information in accordance with its Privacy Policy, including to:
- (a) other business units within Z Energy 2015's group of companies;
- (b) other providers of credit and credit reference and reporting agencies and debt collection agencies;
- (c) those who provide to Z Energy 2015 or its group of companies products or services that support the goods and services it provides, such as its retailers, dealers and suppliers;
- (d) persons to whom Z Energy 2015 may be required to pass your information by reason of legal, governmental or regulatory authority including law enforcement agencies and emergency services;
- (e) in the case of an Authorised Person's personal information, the owner of the account to which their StarCard relates; and
- (f) any person or organisation as authorised by the Privacy Act 1993.
- 11.6 Z Energy 2015 may disclose your personal information if you request it to.
- 11.7 You agree that Z Energy 2015 is not liable to you for any use of your personal information by a third party if it has disclosed that personal information to the third party in accordance with this clause.
- 11.8 Where you apply for a StarCard and quote your membership or relationship with another

organisation with whom Z Energy 2015 has a separate agreement in relation to StarCard (a **StarCard Promoter**), you acknowledge and consent to personal information obtained:

- (a) by Z Energy 2015 about you and Authorised Persons being made available to the StarCard Promoter and to the StarCard Promoter collecting that information from Z Energy 2015; and
- (b) by the StarCard Promoter about you and Authorised Persons being made available to Z Energy 2015 and to Z Energy 2015 collecting that information from the StarCard Promoter.

11.9 You have the right to request access to any personal information Z Energy 2015 holds about you and to request that it be corrected in accordance with the Privacy Act 1993.

12 CANCELLATION

12.1 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).

12.2 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.

13 GENERAL

13.1 Not Transferable: Your StarCards remain property of Z Energy 2015 and are not transferable. Unless and except to the extent otherwise agreed between Z Energy 2015 and you in writing, you must not:

- (a) promote, resell or pass on the use or any pricing benefit of your StarCards to your related entities or any third parties; and/or
- (b) represent or otherwise imply that you are a reseller or promoter of StarCard or that you are otherwise entitled to pass on any pricing benefit of StarCard to your related entities or any third party.

13.2 Assignment or Novation by Z Energy 2015: In its sole discretion, Z Energy 2015 may assign or novate any of its rights and obligations under the Terms and Conditions to any of its affiliated entities at any time, without your consent. Where Z Energy 2015 assigns or novates its rights and obligations under the Terms and Conditions, you acknowledge and agree that you will be deemed to have consented to such assignment or novation, and you will enter into and execute any assignment or novation agreement required by Z Energy 2015, to be prepared by and at the expense of Z Energy 2015.

13.3 Changes in Terms and Conditions: Z Energy 2015 reserves the right to vary, delete or supplement the Terms and Conditions by giving you written notice (which, in relation to these Starcard Terms and

Conditions, may be by publishing the changes on its website www.caltex.co.nz).

13.4 Notice to you:

a) When Z Energy 2015 gives notice to you under the Terms and Conditions, it will give notice by post or email to the most recent address/email address notified to Z Energy 2015 or, where clause 13.3 applies, it will give notice by publishing changes on its website instead. Where Z Energy 2015 gives notice by post, you will be deemed to have been notified on the date of postage. Where Z Energy 2015 gives 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.