

Caltex StarCash® Terms and Conditions

These terms and conditions apply to the use by any person ("Customer") of a Caltex StarCash® ("Card") issued by Chevron New Zealand ("Chevron")

1. Use of Caltex StarCash®

1.1 Acceptance of Conditions of Use: Any use of a Card by a Customer will be deemed to be acceptance of these terms and conditions.

1.2 Places of Use: A Card can be used as payment for goods or services at merchants in New Zealand who are authorised by Chevron to honour Cards. A Card may only be used where suitable EFTPOS facilities are available and operational. A Card cannot be used at an unmanned location.

1.3 Non-Supply of Goods or Services: Chevron will have no liability to the Customer where, for reasons beyond the reasonable control of Chevron, an authorised merchant refuses to supply products or services to the Customer.

1.4 Restrictions on Caltex StarCash® Cards: Either upon the Customer's request, or in its own discretion, Chevron may place restrictions on the range of goods or services that may be purchased with a Card. The Customer must at all times use the Card in accordance with any such restrictions.

1.5 No Cash: Cards are not redeemable for cash and merchants are not permitted to give cash out with transactions made using a Card.

1.6 Purchase Limit: The amount of any purchase made by a Customer using a Card must not exceed the remaining Card balance. This balance will be shown on the Customer's receipt following each Card transaction. The Chevron EFTPOS system will check for any purchase in excess of this limit. If the Customer's purchase exceeds the remaining Card balance, the Customer may use another Card or alternative payment method to complete the transaction.

1.7 Expiry: Each Card expires on the last day of the month stated on the Card and cannot be used after that date. Any balance that remains on a Card after expiry will not be available for use and will not be refunded by Chevron.

2. Caltex StarCash® Security

2.1 Security Generally: The Customer is responsible for ensuring that no unauthorised person uses the Card.

2.2 PIN: If a PIN has been loaded onto a Card, the Customer will be required to enter the PIN when completing a transaction using the Card. The Customer must not:

- select an unsuitable PIN (such as a birth date, sequential numbers or any other easily identifiable combination);
- keep a written record of the PIN; or
- disclose the PIN to any person not authorised to use the Card.

2.3 PIN reset: If the Customer requires the PIN to be reset (including where the Card has been locked due to an incorrect PIN being entered 3 consecutive times), the Customer must contact Caltex's Customer Service Centre on 0800 733 835. Chevron may require the Customer to provide the Card number and evidence that the Customer is the authorised user of the Card before resetting the PIN.

2.4 Lost, Stolen or Damaged Card: If any Card is lost or

stolen, or if the Customer becomes aware of the possibility of any unauthorised use of a Card, the Customer must immediately notify the Caltex Customer Service Centre by telephoning 0800 733 835 and advising Chevron of the Card number and any Card transaction details that Chevron may require. The Customer is responsible for keeping a record of the Card number and retaining Card transaction receipts for this purpose. Chevron will not refund or replace a Card that has been lost, stolen or damaged after purchase, if the card has a face value, or remaining Card balance, of less than \$150 or where the Card cannot be cancelled

(due to the Card number being unknown or for any other reason). If Chevron replaces any Card, a card replacement fee of \$50.00 may be charged. Until the Customer has given Chevron notice that a Card should be cancelled, the Customer is liable for any unauthorised use of the Card and any credit used during that time will not be transferred to any replacement Card.

3. Customer Responsibility

3.1 Amounts Properly Incurred: Any Card transaction record received by Chevron that:

- is authorised by the confidential four digit PIN for a Card; or
- results from the use of a Card, is conclusive proof that the amount recorded was properly incurred.

The Customer must ensure all details on any receipt are correct. Any dispute regarding receipt details or any claim relating to goods or services purchased with a Card is between the Customer and the merchant.

4. Cancellation

4.1 Cancellation by Chevron: Chevron may cancel any Card that is reported as lost or stolen.

5. General

5.1 Liability of Chevron: All express or implied warranties or representations in relation to any Card are excluded to the extent allowable by law and Chevron shall not be liable to the Customer in respect of any warranties or representations made by any merchant in relation to any Card. Chevron will have no liability (whether in contract or tort, including negligence, or otherwise) to the Customer in respect of any loss or expense (whether direct, indirect or consequential) suffered or incurred by the Customer as a result of any Card failure, EFTPOS system failure, incorrect reading or processing of a Card by the EFTPOS system or any merchant or otherwise arising directly or indirectly in connection with the Card or its use. To the extent that such liability cannot be excluded by law, Chevron's liability shall be limited to the value of the Card.

5.2 Variation: Chevron may vary these terms and conditions from time to time without notice to Customers by posting new terms and conditions on www.caltex.co.nz or displaying the terms and conditions at the premises of merchants authorised to accept Cards by Chevron.