



Terms and Conditions of use for the Contact Rockgas LPG ordering mobile app

These terms and conditions apply to your use of the Contact Energy Limited (“Contact”) mobile app for ordering replacement cylinders for your Contact Rockgas LPG HomePack. Please read and understand these terms and conditions. By installing and using this mobile app, you agree to these terms and conditions.

You are responsible for all cylinder replacement orders on your Contact Rockgas LPG HomePack account made through this mobile app. This includes unauthorised orders made by someone else on your device.

Availability

While we have been careful to ensure that the content of this mobile app is accurate, Contact gives no warranty (express or implied) as to the accuracy, completeness or non-infringement of that content. This mobile app may not be continuously available or error free.

From time to time, Contact may upgrade this mobile app. If you do not install the upgrade, some or all of the mobile app’s functionality may not be available to you.

Limitation of liability

To the extent permissible by law, Contact excludes any and all liability (in tort, negligence, breach of contract or otherwise) for any loss or damage, direct or indirect, to you or your device including but not limited to a handheld or mobile device which arises out of the installation and/or use of this mobile app by you or anyone else.

Internet and mobile provider terms and charges

Contact won’t charge you for downloading this mobile app, but your internet provider or mobile network provider may charge you for connection services when you download and/or use it. You agree that Contact is not responsible for any of those charges. You must comply with any applicable third party service providers’ terms of use (for example, software providers and network service providers) when using this mobile app.

Privacy

This section only applies if you are using this mobile app as an individual, and not if you are using it on behalf of a company.

We understand that your privacy is important to you. You will need to confirm some personal information so that we can supply you with cylinder replacements for your Contact Rockgas LPG Homepack. It is important that this personal information and any other information you give

us is correct and that you tell us if there is any change to it. If you don't supply us with this information, we may not be able to complete delivery of your order.

By installing this mobile app, you confirm that you are the account holder or are authorised by the account holder to order replacement cylinders for the accounts for which you specify in this mobile app, or for any accounts that you specify in the future.

When you send us an order, we will keep your personal information secure and it will be held by us in our database in accordance with the Privacy Act 1993 and as set out in our Contact Rockgas LPG supply agreement. However, we may release your personal information to any network operator that we work with to supply replacement cylinders to you, if they request it.

Otherwise, we will only release your personal information and collect other information about you if you authorise us to do this, if we are legally required to, or to enable us to:

- carry out credit checks or otherwise assess your creditworthiness; or
- carry out our responsibilities, or exercise our rights under our Contact Rockgas LPG supply agreement with you; or
- advise you of any products or services which we consider may be of interest to you; or
- conduct, or contact you for the purpose of market research; or
- collect debts; or
- implement any scheme for the payment of rebates to customers; or
- provide you with any services you have requested; or
- share credit information and your payment history with other energy supply companies, either directly, indirectly or through credit agencies, for the purpose of those companies carrying out credit reference checks in relation to the supply of energy or related services to you.

If you want to know what information is held about you, just contact us. It is freely available to you. You are entitled to ask for any personal information we hold about you to be corrected.

Governing Law

The laws of New Zealand govern this mobile app and your use of it. Any rights you may have under the Consumer Guarantees Act 1993 are not affected by these terms and conditions.

Copyright and trademarks

The content of this mobile app is the copyright of Contact and Contact retains all intellectual property rights in it. The names and logos appearing on this mobile app are the trademarks of Contact. You must not use, copy, monitor, modify, transmit, store, extract, publish or distribute any material on or accessed via this app without the prior written consent of Contact.

We may restrict or block your access to and use of our mobile app at any time if we reasonably believe that you may have breached any provision in these terms and conditions.

You may use the material on this mobile app for the purpose of ordering replacement cylinders for your Contact Rockgas LPG Homepack only.

Changes to these terms and conditions

By installing this mobile app you agree that Contact can change the terms and conditions that apply to it at any time by issuing a mobile app update. If you do not wish to accept those changes, you can uninstall the app before the changes take effect.

Security

This mobile app requires you to enter your Contact Rockgas LPG account number, name, email address, phone number and address for delivery of replacement cylinders. This information is stored on your device.

When you confirm an order, this information is sent to Contact's secure internal servers for processing.

Security technology changes very quickly so we evaluate our security systems and processes regularly to make sure that the information you send us via this mobile app is afforded highest sufficient level of protection.