



Rockgas App

Terms and Conditions

Rockgas app – effective 31 May 2019

1. These terms and conditions apply to your use of the Rockgas LPG ordering app ('the app') for ordering replacement LPG cylinders and are between you, Rockgas Limited ('Rockgas'), and Contact Energy Limited (in its capacity both as Rockgas' agent, and the owner and developer of the app).
2. Please read and understand these terms and conditions. By installing, updating and using the app, you agree to these terms and conditions, and any amendments made to them from time to time. Please check these terms and conditions regularly for any updates. Your continued use of the app following the posting of any changes to the terms and conditions is deemed to be your acceptance of these changes.
3. You are responsible for all LPG orders made on your Rockgas LPG account through the app. This includes unauthorised orders made by someone else on your device.
4. You are responsible for keeping any passwords secure. If you believe your password details may no longer be secure, please change your password immediately.

Availability

5. While we have been careful to ensure that the content and material of the app is accurate, and free from errors, to the extent permissible by law, Rockgas gives no warranty (express or implied) or representation as to the accuracy, completeness, fitness for a particular purpose or non-infringement of that content. The app may not be continuously available or error free. From time to time, Rockgas may upgrade the app. If you do not install the upgrade, some or all of the app's functionality may not be available to you.
6. While we use our best efforts to make the app accessible to all iOS and Android mobile devices and versions of software, we do not warrant that the app will work with a particular device or software version.

Limitation of liability

7. To the extent permissible by law, Rockgas 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 the app by you or anyone else.
8. You acknowledge that neither Apple nor Google gives any warranty or has any liability whatsoever in relation to any app, and are not responsible for any app or its content, or the maintenance or support of any app.

Internet and mobile provider terms and charges

9. Rockgas won't charge you for downloading the 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 Rockgas 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 the app.

Privacy

10. We understand that your privacy is important to you. You will need to confirm some personal information so that we can supply you with replacement LPG cylinders. We may share information collected through the app with any of our service providers as necessary to facilitate the delivery of LPG to you. 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.
11. If you don't supply us with this information, we may not be able to complete delivery of your order. By installing the app, you confirm that you are the account holder or are authorised by the account holder to order replacement LPG cylinders for the accounts for which you specify in the app, or for any accounts that you specify in the future.
12. Our agents may collect, use and store this information on our behalf and will keep your personal information secure in accordance with the Privacy Act 1993 and as set out in the Rockgas Terms and Conditions for supply of cylinder and bulk LPG ('Rockgas Terms and Conditions').
13. 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 exercise our rights, or fulfil our obligations under the Rockgas Terms and Conditions.
14. If you want to know what information is held about you, just contact us. You are entitled to request access to any information we hold about you, and to ask for any of that information to be corrected if you consider it to be incorrect.

Governing law

15. The laws of New Zealand govern the 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.

Intellectual property

16. All intellectual property in the content of the app is the sole property of Contact Energy Limited (Contact). Contact retains all intellectual property rights in all aspects of the app, with the exception of the names and logos appearing in the app, which are the trademarks of Rockgas Limited and used with permission. You must not use, copy, monitor, modify, transmit, store, extract, publish or distribute any material on or accessed via the app without the prior written consent of Contact or Rockgas. We may restrict or block your access to and use of the 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 the app for the sole purpose of ordering replacement LPG cylinders.

Changes to these terms and conditions

17. By installing the app, or any updates to the app, you agree to the Rockgas Terms and Conditions that apply to it at the time of any download, or subsequent update. If you do not wish to accept any changes to the terms and conditions, you can uninstall the app at any time.

Security

18. The app requires you to enter your Rockgas account number, name, email address, phone number and address for delivery of replacement cylinders. This information is stored on your device. Rockgas evaluates its security systems and processes regularly to ensure it keeps up to date with technology changes, and to make sure that the information you send us via the app is afforded a sufficient level of protection.