

# Uber Pro Terms and Conditions

## Key Principles

- These terms and conditions (**Terms**) apply to your participation in the Uber Pro Program (the **Program**) as provided by Uber New Zealand and its respective subsidiaries, licensees and affiliated companies (collectively **Uber** or **we**).
- Under the Program, eligible Driver Partners can access Rewards, according to their Program Tier status.
- The Program is made available at Uber's discretion, as an additional incentive to eligible Driver Partners.
- You may be entitled to rewards pursuant to the Program, however the ongoing operation of, and your participation in, the Program is not guaranteed by Uber.
- Uber retains the right to change or cancel the Program at any time pursuant to these Terms.
- You may opt-out of this Program at any time in accordance with these Terms.

## Part 1 : General Conditions

### 1. Structure of the Terms

#### 1.1 Overview

- (a) These Terms are comprised of the following Parts:
  - (i) the "Key Principles" set out above which provide an overview of the Program;
  - (ii) Part 1 (General Conditions) which:
    - (A) sets out the general terms and conditions that apply to your participation in the Program; and
    - (B) describes the documents that make up these Terms; and
  - (iii) Part 2 (Individual Rewards) which sets out the terms and conditions applying to specific Rewards available to you in connection with the Program.

#### 1.2 How these Terms work

- (a) These Terms incorporate and consist of the following documents:

No.	Document	Description
1.	these Terms	Standard terms and conditions that apply to the Program.
2	your Technology Services Agreement	Standard terms and conditions that apply to your use of certain applications, services and products provided by Uber. You can find this on your Driver Dashboard (at <a href="http://partner.uber.com/">http://partner.uber.com/</a> )

3.	Uber's <a href="#">Privacy Policy</a>	Standard policy that applies to the collection and treatment of personal information, as amended from time to time.
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- (b) The document that is higher in the above list will apply if there is any conflict between those documents.

## 2. The Program

### 2.1 Eligibility

- (a) You are only eligible to participate in the Program if you:
- (i) currently live in New Zealand;
  - (ii) have met and continue to meet all Driver Partner requirements as referred to in your Technology Services Agreement or as required by law;
  - (iii) have a current and valid Driver Partner Account; and
  - (iv) have not opted out from participating in the Program (see Section 2.3).
- (b) For clarity, if you are only a Delivery Partner and you do NOT have an active Driver Partner account, you are not eligible to participate in the Program and cannot earn any rewards.

### 2.2 Program Account

- (a) If you are eligible to participate in the Program, you will be provided with a Program Account which will be linked to your Driver Partner Account and will be accessible via your Uber Driver App.
- (b) You will be able to view your Points, Program Tier and Rewards via your Program Account.
- (c) You must not share your Program Account with any other person or have multiple Program Accounts.

### 2.3 Opting out

- (a) You may opt-out of the Program at any time and for any reason.
- (b) To opt-out of the Program, you will need to contact Uber Support and make this request. You can contact Partner Support via the “Help” section of the app, or at <https://help.uber.com/>,
- (c) Please allow up to 7 days for your opt-out request to be processed.
- (d) After your opt-out request has been processed:
- (i) your Program Account will be deactivated;
  - (ii) you will forfeit your current Points balance; and

- (iii) you will not be able to access any Rewards.
- (e) You can opt back into the Program at any time.

### 3. Program Tiers and Rewards

#### 3.1 How is your Program Tier determined?

- (a) There are four (4) Program Tiers available to Program Members.
- (b) You will unlock a new Program Tier if you achieve the applicable Program Tier requirements (as set out in the table below) in a Program Period.

Program Tier	Program Tier Requirements
Blue	Driver Partners who do not meet the requirements for Gold, Platinum or Diamond Tiers are placed into the Blue Tier. There are no additional requirements other than as set out in Section 2.1 above.
Gold	<ul style="list-style-type: none"> <li>● 1,000 - 1,799 Points;</li> <li>● At least a 4.70 Driver Rating; and</li> <li>● No greater than 3% Cancellation Rate</li> </ul>
Platinum	<ul style="list-style-type: none"> <li>● 1,800 - 2,799 Points;</li> <li>● At least a 4.70 Driver Rating; and</li> <li>● No greater than 3% Cancellation Rate</li> </ul>
Diamond	<ul style="list-style-type: none"> <li>● 2,800+ Points;</li> <li>● At least a 4.70 Driver Rating; and</li> <li>● No greater than 3% Cancellation Rate</li> </ul>

- (c) As soon as you earn the number of required Points for a Program Tier and meet the applicable requirements (as set out above), you will automatically be moved to the applicable Program Tier.
- (d) If you are moved to the next Program Tier during any Program Period, you will hold that Tier level for the remainder of the applicable Program Period and for the duration of the next Program Period, provided that you continue to meet the applicable requirements for that Tier.
- (e) In order to maintain your Gold, Platinum or Diamond Tier status during the entire applicable Program Period, you must maintain, at all times:
  - (i) a minimum 4.70 Driver Rating; and
  - (ii) a maximum Cancellation Rate of 3%,
 (collectively, the **Quality Standards**). Your Driver Rating and Cancellation Rate will be calculated based on the previous 30 days from your last completed trip.
- (f) If you do not meet the Quality Standards during a Program Period you will:

- (i) lose your current Program Tier status and access to the corresponding Rewards; and
- (ii) be moved down to the Blue Tier, unless:
  - (A) you meet the Quality Standards for a higher Program Tier; or
  - (B) you choose to opt out of the Program in accordance with Section 2.3.
- (g) Once you achieve a Program Tier level, some but not all Rewards may be available for you to access immediately. You may be required to exit the Uber Driver App, go offline and then come back online again in order to access the specific Rewards.

### 3.2 Earning Points

- (a) You will earn 1 Point for every trip you complete as a Driver Partner in Australia on the following ride options:
  - (i) UberX;
  - (ii) UberXL;
  - (iii) Uber Black;
  - (iv) Uber Assist;
  - (v) Uber Select;
  - (vi) Uber LUX;
  - (vii) Uber Black SUV;
  - (viii) Uber Premium;
  - (ix) Uber Comfort; and
  - (x) Uber POOL.
- (b) You will also earn 1 Point for every Uber Eats delivery you complete in Australia as a Delivery Partner in connection with the Uber Eats meal delivery services.
- (c) You will earn an additional 4 Points (for a total of 5 Points per completed trip) when you either:
  - (i) pick-up a rider or an Uber Eats delivery and commence a trip; or
  - (ii) drop-off a rider or an Uber Eats delivery and complete a trip,

during the following times (displayed in the local time zone) **(Additional Point Hours)**:

Day	Additional Point Hours
Monday-Thursday	7 AM - 9 AM 5 PM - 7PM

Friday	7 AM - 9 AM 4 PM - 11:59 PM
Saturday and Sunday	12 AM - 5 AM 9 AM - 11:59 PM

- (d) No Points will be earned where you use any services provided by Uber as a rider or eater.
- (e) Points earned in connection with the Program have no monetary value and may not be exchanged for cash.
- (f) Uber may revoke Points or adjust your Points balance where:
  - (i) the applicable trip or Uber Eats delivery for which the Points were earned is refunded; or
  - (ii) in Uber's sole discretion, Uber believes, following reasonable inquiries, that such Points were obtained under or in connection with any fraud, abuse of the Uber Driver App or in violation of these Terms.

### 3.3 Program Periods

- (a) You will earn Points in the following fixed three (3) month periods:
  - (i) 1 August - 31 October;
  - (ii) 1 November - 31 January;
  - (iii) 1 February - 30 April; and
  - (iv) 1 May - 31 July,

each a "**Program Period**".

- (b) Points will be added to your Program Account in the Program Period during which Uber processes the applicable Points (which may be a different Program Period to when those Points were earned).
- (c) Your Points will not carry over into the next Program Period and your Points balance will be reset at the end of each Program Period.

### 3.4 Points balances

- (a) You can view your current Points balances within the Profile Page of your Uber Driver App under "Points Balance". Points earned will usually be shown in your Program Account straight after your trip.
- (b) If you identify any errors or omissions on transactions posted to your Program Account you will need to report it within one month after you discover the error or omission by contacting Uber in accordance with the "Contact Us section" in Part 2 of these Terms below.

- (c) Uber will have sole discretion in decisions relating to the credit of Points to your Program Account but will act reasonably in doing so.
- (d) Uber will use reasonable efforts to ensure Points balances are accurate, however, there may be a delay in displaying Points in your Program Account where there is a system outage or other technical issue. In this case, Uber will use reasonable endeavours to process Points as soon as practicable following any such outage.

## **4. Suspension and Termination**

### **4.1 Suspension and Termination by Uber**

Participation in the Program is a privilege granted to Driver Partners and is not guaranteed. Uber may suspend or terminate your Program Account or the Program at any time and for any reason by telling you in writing.

### **4.2 Termination by you**

You may terminate your Program Account at any time by opting out of the Program in accordance with Section 2.3.

### **4.3 Effect of termination of Program Account**

- (a) If your Program Account is terminated, you will no longer be a Program Member and all Points earned during the relevant Program Period will be forfeited immediately.
- (b) Termination will not affect any Rewards you have redeemed prior to the effective date of termination.
- (c) If we have suspended or terminated your Program Account for your fraud or non-compliance with these Terms, you will not be able to participate in or re-join the Program.

## **5. General Provisions**

### **5.1 Changes to the Program**

- (a) Uber may modify any part of the Program at any time, including in respect of Rewards offered under each Program Tier.
- (b) If Uber reasonably believes a change to any part of the Program will have a detrimental impact on you or Program Members, Uber will provide you with 14 days' notice of such change.
- (c) Examples of changes which may have a detrimental impact may include:
  - (i) changes which govern how Points are earned on and after the date of change;
  - (ii) changes to the number of Points required to access a Program Tier;
  - (iii) any other requirements necessary to obtain Rewards within a Tier; or
  - (iv) termination of the Program (ie an end to the Program for all eligible Program Members).

- (d) No Points will be earned after the effective date of termination.
- (e) It is your responsibility to review these Terms regularly to ensure that you are aware of any changes to the Program or these Terms. You agree that your continued participation in the Program or access to or use of your Program Account shall be deemed your acceptance of any modifications to these Terms. Unless stated otherwise, any and all changes and/or amendments to these Terms will become binding upon all Program Members immediately.
- (f) If you do not agree to any changes to these Terms you may opt out of the Program in accordance with Section 2.3.

## **5.2 Governing law**

- (a) These Terms are governed by and construed in accordance with the laws of New Zealand, excluding its rules on conflicts of laws.

## **5.3 Dispute Resolution**

- (a) Either of us may tell the other about the existence of a Dispute. If you have a Dispute, please contact Uber Support via the “Help” section of the app where you can message or call us, or at <https://help.uber.com/>, or by visiting a Greenlight Hub. We will act reasonably and attempt to resolve the Dispute and will follow any dispute resolution process set out in your Technology Services Agreement.
- (b) Each of us must continue to comply with these Terms despite the existence of any Dispute.

## **5.4 Assignment**

- (a) Uber may assign or transfer any or all of its respective rights or obligations under these Terms or the Program, in whole or in part, without obtaining your prior consent.
- (b) You may not assign or transfer these Terms or your Program Account, as these Terms and your Program Account need to remain with you.

## **5.5 Interpretation of Terms**

Uber will have sole discretion in interpreting these Terms but Uber will act reasonably in doing so. Uber’s decisions will be final.

## **5.6 Disclaimer**

- (a) The Program and/or any of its features may be unavailable, inaccurate or interrupted from time to time for a variety of reasons outside of Uber's control.
- (b) We are not responsible for any unavailability, interruptions or errors of the Program, its features or any Rewards.
- (c) We may modify, suspend, or discontinue the Program or any feature at any time by providing you with 14 days written notice.
- (d) The Program and all the information accessible through it are provided for informational purposes only on an “as is” and “as available” basis. We, our affiliated entities and third party Rewards providers and their agents make no warranties, representations, or guarantees of any kind, express or implied, including, but not limited to, accuracy, currency, or completeness, the operation of the Program, the information, materials,

content, availability, and products. To the fullest extent permitted by applicable law, we disclaim all warranties, express or implied, including implied warranties of merchantability and fitness for a particular purpose.

- (e) Nothing in these Terms is intended to exclude liability for fraud or fraudulent misrepresentations or any other representations which cannot be excluded by law.

## **5.7 Limitation of Liability**

- (a) Certain legislation may limit Uber's ability to exclude liability or may imply warranties or conditions or impose obligations which cannot be excluded, restricted or modified, except to a limited extent. These Terms must be read subject to such statutory provisions.
- (b) If Uber is liable to you under the Act or similar legislation, to the extent which Uber may do so, Uber limits its liability in respect of any claim under these Terms to, at Uber's option:
  - (i) in the case of goods:
    - (A) the replacement of the goods or the supply of equivalent goods;
    - (B) the repair of the goods;
    - (C) the payment of the cost of replacing the goods or acquiring equivalent goods; or
    - (D) the cost of having the goods repaired; and
  - (ii) in the case of services (as defined by the Act):
    - (A) supplying the services again; or
    - (B) the payment of the cost of having the services supplied again.

## **5.8 Rewards**

- (a) All Rewards are granted at the discretion of Uber and may change or be cancelled at any time.
- (b) Rewards are not redeemable for Points and have no cash value.
- (c) Reward details, terms and limitations are set out in Part 2 of these Terms.
- (d) Rewards provided by third parties may require additional action by you, including, agreeing to additional terms or creating an account with such third party.
- (e) Driver Partners are responsible for all taxes that may be owed in the receipt of Rewards.
- (f) Uber is not responsible, and disclaims all liability, for the products or services offered by third parties in connection with the Program.
- (g) To ensure the success of the Program, Uber may collect information on such third party Rewards-based transactions for information and reporting purposes, in each case pursuant to the terms agreed to by the third party Reward provider and the Program Member.

## 6. Definitions and Interpretation

### 6.1 Definitions

In these Terms:

- (a) **Cancellation Rate** means the percentage of times Driver Partner accepts but then cancels a trip, in the 30 day period from that Driver Partner's last trip.
- (b) **Delivery Partner** means an independent provider of delivery services delivering items to Uber's customers on behalf of a third party.
- (c) **Driver Partner** means an independent provider of on-demand transportation services.
- (d) **Driver Partner Account** means your registered account and Driver Partner profile made available via the Uber Driver App.
- (e) **Driver Rating** means the average star rating for a Driver Partner as shown in the applicable Driver Partner Account.
- (f) **Effective Date** means 1 August 2019.
- (g) **Points** means the Program points earned in accordance with Section 3.2.
- (h) **Program Account** means the rewards program account made available to you by Uber.
- (i) **Program Member** means an eligible Driver Partner participating in the Program.
- (j) **Program Period** means the fixed period of time during which Points are earned as further described in Section 3.3.
- (k) **Program Tier** means a loyalty status tier within the Program as described in Section 3.1.
- (l) **Rewards** means certain benefits and offers from Uber and certain third parties as further described in Part 2 of these Terms and as displayed in the Driver App.
- (m) **Uber Driver App** means the mobile application licensed to Driver Partners under the Technology Services Agreement to enable them to seek, receive and fulfil requests for transportation services.
- (n) **Uber Eats** means the on-demand food delivery business of the name provided by affiliates of Uber.
- (o) **Uber New Zealand** means Rasier New Zealand Limited, a company registered in New Zealand with Registration Number 7056276.
- (p) **Uber Pro** means the Driver Partner loyalty program called "Pro".

### 6.2 Interpretation

In these Terms, unless the context otherwise requires:

- (a) headings and information boxes are for convenience only, and do not affect interpretation;

- (b) reference to any document includes reference to that document as amended, novated, supplemented, or replaced from time to time;
- (c) a person includes any type of entity or body of persons, whether or not it is incorporated or has a separate legal identity, and any executor, administrator or successor in law of the person;
- (d) if an example is given of anything, such as by saying it includes something else, the example does not limit the scope of that thing; and
- (e) "written" and "in writing" include any means of reproducing words, figures or symbols in a tangible and visible form.

## **Contact Us**

If you have questions or comments regarding the Program you may contact us at <https://help.uber.com/>.

## Part 2: Individual Rewards

The following list includes details on a selection of the current offers in the uber pro program, provided by participating partners or uber. Please note that offers from external participating partners, including but not limited to the qualifications for accessing the rewards, as well as the identities of the partners themselves, are subject to change at any time in uber's discretion. There may be additional rewards not listed here, but which appear in your driver app.

### BP

*Who is Eligible:* All Driver Partners in the Uber Pro Program are eligible for this Reward, subject to the terms and conditions found [here](#).

To redeem your fuel discount at participating BP service stations, you will have to download the BPMe smartphone application, and load your Pro referral code into the app. You then need to add your AA Smartfuel Card or in-app Pro Membership Card in-store to the BPMe app. Further details about how to set up your profile to receive your fuel discount can be found [here](#).

If you spend \$40 or more on fuel, you can choose to redeem your fuel discount on up to 50 litres of fuel or accumulate your discount for another day. If you accumulate your discount you can redeem it another day on up to 50 litres of fuel with no minimum spend.

The fuel discount received pursuant to this Reward will depend on your Program Tier, as detailed in the table below. Your discount is inclusive of the AA Smartfuel Everyday discount of 6 cents per litre.

Tier	Fuel Discount
Blue	6 cents per litre plus an additional 2 cents per litre
Gold	6 cents per litre plus an additional 3 cents per litre
Platinum	6 cents per litre plus an additional 4 cents per litre
Diamond	6 cents per litre plus an additional 6 cents per litre

### Supercheap Auto: Discounted Auto Retailing

*Who is Eligible:* All Driver Partners in the Uber Pro Program are eligible for this Reward, subject to the terms on the [Supercheap Auto website](#).

Supercheap Auto provides discounted pricing on in-store and online auto retail and services as displayed on the Supercheap Auto website. The discount you may receive will depend on your Program Tier, as detailed in your Driver Account and on the Supercheap Auto website.

### Beaurepaires

*Who is Eligible:* All Driver Partners in the Uber Pro Program are eligible for this Reward, subject to the terms and conditions stipulated by Beaurepaires and those contained in the Uber Pro section of your Driver Account.

Beaurepaires offers discounted products and services across tyres, wheels, batteries, oil, wheel alignment servicing and wheel balancing, as displayed when you tap the Beaurepaires Reward in the Uber Pro

section of your Uber Driver app. The discount you may receive will depend on your Program Tier, as detailed in your Driver Account.

## 2 Degrees

*Who is Eligible:* All Driver Partners in the Uber Pro Program are eligible for this Reward, subject to any further terms set out in the Rewards section of your Driver App or as set out in these terms and conditions.

Uber Pro partners can receive 20% off selected Pay Monthly plans, accessories and Prepay Top Ups at 2degrees as follows:

### 20% off 2degrees Pay Monthly plans

All Pay Monthly plans include unlimited calls and texts. Excludes phone repayments, Pool Plans and \$30 Pay Monthly Plan. Each Driver Partner can only use their referral code once for Pay Monthly Plans.

### 20% off 2degrees accessories

When purchasing your accessories in-store. Excludes Apple, Samsung and Beats original branded accessories.

### 20% off Prepay Top Ups

When purchasing your Top Up in-store.

## How to Redeem

To shop online	To shop by phone	To shop in store
<p>Go to <a href="https://t.uber.com/2degrees">t.uber.com/2degrees</a></p> <p>Enter your referral/invite code to shop with your discount applied. Your referral/invite code is provided in your Driver app. Simply go to “Earnings” and scroll down to where it says “Invite and earn”. Click “Learn more” to see your referral/invite code.</p> <p>If you are a new customer, you will receive a confirmation email and call-back from a 2degrees customer care representative to discuss your order.</p>	<p>Call 0800 020 039</p> <p>Quote your referral/invite code to redeem your discount. Your referral/invite code is provided in your Driver app. Simply go to “Earnings” and scroll down to where it says “Invite and earn”. Click “Learn more” to see your referral/invite code.</p>	<p>Present your:</p> <ol style="list-style-type: none"> <li>1. Driver Profile in-app screen (which displays your First Name and Tier Status)</li> <li>2. Quote your referral/invite code provided in your Driver app. Simply go to “Earnings” and scroll down to where it says “Invite and earn”. Click “Learn more” to see your referral/invite code.</li> <li>3. Your ID (e.g. Driver’s license)</li> </ol> <p>Accessories and Prepay TopUps are only available in-store at 2 Degrees stores.</p> <p>See <a href="#">here</a> for your nearest 2degrees store.</p>

If you are an existing 2degrees customer, it may take up to 2 billing cycles to see the discount come through. Please discuss with 2degrees customer care representative for more information.

2degrees Mobile Ltd terms and conditions apply visit [URL](#) for more details.

### **Priority Airport Rematch**

*Who is Eligible:* Driver Partners in the Platinum and Diamond Program Tiers.

This Reward is subject to availability at selected airports, which may change at any time without notice. If available, a qualifying Program Member may get prioritised for a potentially faster pickup at the airport. For more information [tap here](#).

### **Trip Duration and Trip Direction**

*Who is Eligible:* Driver Partners in the Gold, Platinum or Diamond Program Tier who maintain a trip acceptance rate of 85% or higher (calculated based on your acceptance rate for the previous thirty (30) days from your last completed trip).

This Reward applies to all trips on the Uber Driver App but does not apply to Uber Eats deliveries. For more information [tap here](#).