

Q4 TIERED TRADING PROMOTION TERMS AND CONDITIONS

1. Information on how to enter and prizes (“Gifts”) form part of these conditions of entry. Entry into the promotion is deemed acceptance of these conditions of entry.
2. The Promoter is American Express International, Inc (ABN 15 000 618 208. AFSL No. 237996) of Level 7, 60 Union Street, Pyrmont NSW 2090 (“the Promoter”).
3. Subject to section 5 below, entry is open to all American Express FX International Payments business account holders who trade foreign currency utilising the FXIP system. (an ‘Eligible Entrant’).
4. The standard terms and conditions of sending and receiving International Payments with the Promoter stand and the Terms and Conditions of this promotion do not negate or supersede the standard terms and conditions previously entered into by the Eligible Entrant
5. Directors, management, employees (and their immediate families) of the Promoter, its agencies associated with this promotion, and each of the Promoter’s related bodies corporate are not eligible to enter this promotion.
6. The promotion commences on 1 October 2008 at 8am (AEST) and concludes on 31 December 2008 at 11:59pm (AEST) (“Promotional Period”).
7. To enter the promotion, Eligible Entrants must during the Promotional Period make Foreign Currency Transactions using the FXIP system. A Foreign Currency Transaction is considered an inward or outward telegraphic transfer or draft made in a foreign currency through the Promoter. The total value of the volume traded/transacted during the Promotional Period will be added up to determine what Gift/s the Eligible Entrant is entitled to.
8. Provided an Eligible Entrant makes a Foreign Currency Transaction using the Promoter’s FXIP system during the Promotional Period, then they are eligible for a Gift/s. The Gift is relevant to the volume traded and specified.
9. The amount traded over the Promotional Period for each Eligible Entrant will be totalled on 31 December 2008. An email will be sent to each Eligible Entrant by 15 January 2009 to confirm what Gift/s they have achieved based on the total value of their Foreign Currency Transactions.
10. The number of Gifts is not limited per Eligible Entrant but relevant to the total value of the transactions over the Promotional Period. There are 3 types of Gifts:
 - Raymond Weil Tango watch for him/her valued at \$1500 for every \$5million traded
 - Waterman Expert fountain pen valued at \$350 for every \$2million traded
 - \$50 David Jones for every \$500 000 traded
11. Gifts will be delivered personally or by a courier service before 31 January 2009 to the primary contact on our FXIP system. Each Eligible Entrant is entitled to distribute the gifts within their business as they see fit.
12. The Promoter accepts no responsibility for any variation in the Gift value and for any tax implications that may arise from Gift winnings. Independent financial advice should be sought. Should the Eligible Entrant not wish to participate in the promotion, they are entitled to communicate this to the Promoter in writing.
13. The Promoter accepts no responsibility for any subsequent or later disputes that may arise for the Eligible Entrant as a result of the distribution of the gift once awarded..
14. The Gifts cannot be taken as cash or used to offset any fees/charges owing to the Promoter. Each Gift must be taken as stated and no compensation will be payable if the winners are unable to use the Gift as stated. Gifts are not replaceable.

15. If the Gift is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the Gift for a Gift of equal or greater value, subject to state regulation.
16. Programming and other quality control errors will not invalidate an otherwise valid Gift claim. Unless otherwise due to fraud or ineligibility under these conditions of entry.
17. In the event that for any reason whatsoever a winner does not take an element of the Gift at the time stipulated by the Promoter then that element of the Gift will be forfeited by the winner and cash will not be awarded in lieu of that element of the Gift.
18. Neither the Promoter or their respective related bodies corporate, nor their officers, employees, contractors or agents will be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) suffered or sustained in connection with this promotion, any delay in delivery, lost in transit, or failure of safe delivery of Gifts, the advertising of this promotion or the receipt or use of any Gift, except for any liability which cannot be excluded by law.
19. The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
20. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line systems, servers, or providers, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including but not limited to any injury or damage to Eligible Entrants' or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion. Neither is the Promoter responsible for any incorrect or inaccurate information, either caused by the phone user or for any of the equipment or programming associated with or utilised in this competition, or for any technical error, or any combination thereof that may occur in the course of the administration of this competition including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, theft or destruction or unauthorised access to or alteration of entries.
21. If for any reason this promotion is not capable of running as planned, including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter which corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, subject to any written directions given under applicable law, to disqualify any individual who tampers with the entry process, and to cancel, terminate, modify or suspend the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. Privacy Consent. To provide you with this promotion, the Promoter needs to utilise personal information about each Eligible Entrant. In Australia, the American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to personal information about an Eligible Entrant, to request a copy of the American Express Privacy Policy Statement or to enquire generally about privacy matters, write to the Promoter. Each Eligible Entrant agrees that subject to the Privacy Act, the Promoter or its agents may do the following:
 - transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this promotion, including transferring personal information to Australia, USA or other countries for processing;
 - disclose Eligible Entrants' personal information to State and Territory lottery departments;
 - publish Gift winners' names as required under applicable law, and;
 - use Gift winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the Gift winner otherwise notifies the Promoter at the time of accepting the Gift.
23. In the event of war, terrorism, a state of emergency or a disaster, the Promoter reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the promotion.

24. The Promoter's decision in relation to this promotion is final, and no correspondence shall be entered into.