

**American Express® Australia Limited**  
**'Win More Than Just Customers' Merchant Promotion**

**CONDITIONS OF ENTRY**

**PARTICIPATION**

1. Information published by the Promoter on how to enter and on prizes forms part of these Conditions of Entry. Entry into the promotion ("Promotion") is deemed acceptance of these conditions of entry.
2. Entry is only open to Eligible Entrants. An "Eligible Entrant" is an individual or any other legal entity (including a corporation, partnership or trustee) who:
  - a. is a party to a Card Acceptance Merchant Facility agreement ("Merchant Facility Agreement") with American Express Australia Limited, ("Promoter"); and
  - b. if the entity is an individual: (i) is an Australian resident; (ii) is not a director or an employee of the Promoter or any of its related bodies corporate or any of their agencies associated with the Promotion; and (iii) is not a spouse, defacto spouse, parent, child or sibling (whether full, half, step or by adoption) of such an employee or director; and
  - c. if the entity is a corporation, trust or partnership, its address, as stated in its Merchant Facility Agreement is located in Australia.
3. In order to participate in the Promotion, an Eligible Entrant must, between 12.01am on Monday 14 July 2008 and 11.59pm on Wednesday 31 December 2008 (the "Registration Period") register for such participation. Each Eligible Entrant who registers for participation in the Promotion is referred to in these conditions as a "Registered Entrant". In order to become a Registered Entrant, an Eligible Entrant must, during the Registration Period:
  - (i) telephone the American Express Welcome Acceptance Unit on 1800 209 949 and complete the telephone registration process; or
  - (ii) provide the required registration details to a representative of the Promoter during a meeting with that representative; or
  - (iii) provide the required registration details to a representative of the Promoter during a telemarketing call initiated by the Promoter.

**ENTRIES**

4. Entry to the Promotion commences at 12.01am on Friday 1 August 2008 and closes at 11.59pm on Wednesday 31 December 2008 ("Promotional Period").
5. To enter the Promotion, a Registered Entrant must complete an Approved Transaction. An "Approved Transaction" is a transaction that:

- a. is completed during the Promotional Period between a Registered Entrant an American Express Cardmember by means of any American Express credit or debit card; and
  - b. does not impose on the American Express Cardmember any surcharge or other impost by reason of the transaction being completed using such an American Express card (any such impost being referred to in these conditions as a "Surcharge").
6. Subject to the other provisions of these conditions, for each Approved Transaction completed by a Registered Entrant, the Promoter will automatically award the Registered Entrant one entry to the Promotion.
  - a. Any entry so awarded to the Registered Entrant will be deemed for all purposes of these conditions to be awarded at the time at which the Approved Transaction is approved by the Promoter.
  - b. No entry for an Approved Transaction will be awarded to a Registered Entrant if:
    1. the Registered Entrant was not a Registered Entrant at the time the Approved Transaction was completed; or
    2. the Approved Transaction was entered into by a Registered Entrant during the Promotional Period, but is not approved by the Promoter, for any reason whatsoever, until after the end of the Promotional Period.
  - c. The Promoter may elect not to award an entry (and may invalidate any entry already awarded) for an Approved Transaction if the Promoter forms the opinion that the Registered Entrant did not, at any time since becoming a Registered Entrant comply with the requirements of Condition 7.
  - d. There is a limit of one (1) entry per Approved Transaction, irrespective of the value of that transaction.
7. At all times during the Promotional Period, after having become a Registered Entrant, the Registered Entrant:
  - a. must not apply or impose by any means whatsoever any Surcharge on any American Express Cardmember with whom the Registered Entrant enters into any transaction by means of any American Express credit or debit card; and
  - b. must display the American Express point of purchase stickers prominently at all their places of business.
8. There are no limits to the number of Approved Transactions that can be entered into for the purposes of this Promotion.

#### **VERIFICATION**

9. All Approved Transactions may be subject to verification by the Promoter. An entrant MUST deliver to the Promoter (by a means determined by the Promoter) copies of any

documents the Promoter may request establishing eligibility to participate in this Promotion entitlement to any entry and compliance with these conditions of entry. The Promoter may make one or more requests for such documents. Once the identity of documents available is established, an entrant must deliver requested copies within 7 days of being asked to do so. At the Promoter's request, an entrant MUST also, within 7 days of being asked, allow the Promoter to inspect and copy the original of any such document.

10. The Promoter may, at its absolute discretion, declare any or all Approved Transactions invalid if the entrant: (i) fails to establish their entitlement to participate in this Promotion to the Promoter's satisfaction; or (ii) fails to produce items as required by condition 9 or produces items that, in the Promoter's opinion, are illegible, stolen, forged, reconstructed, altered, incomplete or tampered with in any way; or (iii) in the Promoter's opinion, tampers with the entry process or benefits from such tampering; or (iv) in the Promoter's opinion, submits an entry which is not in accordance with these conditions.

### **DRAWS**

11. There will be 5 monthly draws (each a "Draw"), one for each of the five calendar months comprising the Promotional Period (each a "Month").
12. Each entry awarded during a Month will be allocated to the Draw for the Month during which it was awarded.
13. In each Draw, the number of prizes to be awarded will be equal to the number of hours in the Month for which the Draw is held. For example, for the Draw for the month of August, there will be 31 eligible days x 24 hours/day = 744 prizes. Therefore, for the Promotion as a whole, there will be 3,672 prizes in total (ie 153 x 24).
14. Subject to conditions 16 and 30, in the Draws for August, October and December, the Registered Entrants who were awarded:
- a. the first entry drawn will win one VW Golf GTI 5 door, 6 speed manual (as more fully described below), each valued at a maximum of \$48,780 including on road costs;
  - b. the next entry drawn will win one \$5,000 Flight Centre Travel Voucher (as more fully described below);
  - c. the next 2 entries drawn will each win one \$3,000 Harvey Norman Gift Card (as more fully described below);
  - d. the next 6 entries drawn will each win one Panasonic 42" Plasma (Model No TH-42PX80A), each valued at \$1,899.00;
  - e. the next 6 entries drawn will each win one Navman S50 GPS (Model No. S50), each valued at \$499.00;
  - f. the next 6 entries drawn will each win one Nintendo Wii (Model No. ANWCONSO), each valued \$449.00

- g. the next 40 entries drawn will each win one Nokia 6300 Mobile Phone, each valued at \$389.00;
  - h. the next 60 entries drawn will each win one Panasonic Digital Camera (Model No. DMC FS3), each valued at \$329,00;
  - i. the next 20 entries drawn will each win one Panasonic DVD Player (Model No. DVD-S33-K), each valued at \$139.00;
  - j. the next 140 entries drawn will each win one Apple 1GB iPod Shuffle, each valued at \$65.00;
  - k. the next 62 entries drawn will each win one \$50 David Jones Gift Card;
  - l. the next 160 entries drawn will each win one \$50 BP Pre-paid Fuel Card; and
  - m. the next 118 entries drawn will each win one \$30 Greater Union Gift Card;
  - n. the next 122 entries drawn will each win one \$30 Westfield Gift Card.
15. Subject to conditions 16 and 30, in the Draws for September and November, the Registered Entrants who were awarded:
- a. the first entry drawn will win one VW Golf GTI 5 door, 6 speed manual (as more fully described below), each valued at a maximum of \$48,780 including on road costs;
  - b. the next entry drawn will win one \$5,000 Flight Centre Travel Voucher (as more fully described below);
  - c. the next 2 entries drawn will each win one \$3,000 Harvey Norman Gift Card (as more fully described below);
  - d. the next 6 entries drawn will each win one Panasonic 42" Plasma (Model No TH-42PX80A), each valued at \$1,899.00;
  - e. the next 6 entries drawn will each win one Navman S50 GPS (Model No. S50), each valued at \$499.00;
  - f. the next 6 entries drawn will each win one Nintendo Wii (Model No. ANWCONSO), each valued \$449.00
  - g. the next 40 entries drawn will each win one Nokia 6300 Mobile Phone, each valued at \$389.00;
  - h. the next 60 entries drawn will each win one Panasonic Digital Camera (Model No. DMC FS3), each valued at \$329,00;
  - i. the next 20 entries drawn will each win one Panasonic DVD Player (Model No. DVD-S33-K), each valued at \$139.00;
  - j. the next 140 entries drawn will each win one Apple 1GB iPod Shuffle, each valued at \$65.00;
  - k. the next 57 entries drawn will each win one \$50 David Jones Gift Card;
  - l. the next 160 entries drawn will each win one \$50 BP Pre-paid Fuel Card; and
  - m. the next 104 entries drawn will each win one \$30 Greater Union Gift Card;

- n. the next 117 entries drawn will each win one \$30 Westfield Gift Card.
16. The provisions of this condition do not apply to Registered Entrants whose address as stated in their Merchant Facility Agreement is located in South Australia (each a "SA Entrant"). For all other Registered Entrants, if more than three of their entries are drawn in any Draw, the fourth and subsequent entries will be disregarded, so that a Registered Entrant (other than a SA Entrant) may win a maximum of three prizes only in any one Draw.
17. The Draws will take place at Weekes Preston, Suite 205, 22 Mountain Street Ultimo, NSW, 2007 at 3.00pm on the following dates (each a "Draw Date"): 15/9/08 (August Draw), 16/10/08 (September Draw), 17/11/08 (October Draw) and 15/12/08 (November Draw) and 16/1/09 (December Draw). For example, the Draw for the Approved Transactions completed in August 2008 will be conducted on Monday 15 September 2008.
18. Total prize pool (for all 5 Draws) is valued at A\$710,070 (including GST). The prizes are valued as at 1/7/08. The Promoter accepts no responsibility for any variation in the prize value.

#### **GOLF GTI PRIZE**

19. Each VW Golf GTI prize is a 2008 year model VW Golf GTI 5 door, 6 speed manual ("Vehicle"). Further details of the Vehicle are available at [www.volkswagen.com.au](http://www.volkswagen.com.au)
20. Each Vehicle prize includes on road costs, the maximum value of which will vary depending on the State or Territory in which the Vehicle is registered. The on road costs are dealer delivery and statutory government charges and one year's registration (in the State or Territory indicated in the Registered Entrant's address as stated in its Merchant Facility Agreement) and compulsory 3rd party personal insurance (CTP/TAC, etc) for private use.
21. To be eligible to claim a Vehicle prize, the winner must be capable of obtaining motor vehicle registration of the Vehicle in his or her name in accordance with the applicable legislation in the State or Territory in which the winner resides. If a winner is, through any legal incapacity or otherwise, unable to register the Vehicle in the winner's name then the winner may, notwithstanding any other provision of these conditions, transfer the Vehicle prize to another person with legal capacity for the purpose of registering the Vehicle in the State or Territory in which the winner resides.
22. Each winner of a Vehicle must collect it from the dealer specified by the Promoter and it must be registered prior to collection. Any number plate details used in the promotion of the Promotion are representational only.
23. The Vehicle prize excludes any optional extras. Vehicle colour is subject to availability and includes metallic paint (if available). The supplying dealer will not provide a substitute model or exchange the Vehicle for cash.

24. Unless expressly stated within these Conditions, all expenses incurred in relation to the Vehicle prize (including insurance) are the responsibility of the winner.

### **CARD AND VOUCHER PRIZES**

25. Each prize that is a Flight Centre Travel Voucher, Harvey Norman Gift Card, David Jones Gift Card, Greater Union Gift Card, BP Pre-paid Fuel Card or Westfield Gift Card prize ("Voucher Prize") is subject to such terms and conditions as may be imposed by its issuer from time to time. A Voucher Prize cannot be used in conjunction with any other offer and is not redeemable for cash.

### **WINNERS**

26. Each winning entrant ("Winner") will be contacted in writing.

27. The name of each Winner of a prize valued at more than \$100 will be published in the Public Notices section of The Australian on Tuesday 23 September 2008 (August Draw); Thursday 23 October 2008 (September Draw); Tuesday 25 November 2008 (October Draw); Monday 22 December 2008 (November Draw); and Wednesday 28 January 2009 (December Draw).

28. Subject, where relevant, to any directions given under the legislation regulating the Promotion, if a prize is not claimed by a winner within 3 months of the Draw in which it is awarded, the prize will be awarded to another Registered Entrant in an Unclaimed Prize Draw commencing at 3pm on Monday 20 April 2009 at Suite 205, 22 Mountain St, Ultimo NSW 2007.

29. Winners from any Unclaimed Prize Draw will be contacted in writing. If there is an Unclaimed Prize Draw, the name of each Winner of a prize valued at more than \$100 in that draw will be published in the Public Notices section of The Australian on Monday 27 April 2009.

30. The validity of a drawn entry may be verified after the draw by the Promoter in accordance with these conditions. If a drawn entry is invalidated by the Promoter on any grounds whatsoever, the prize initially allocated to the invalid entry will be awarded in a re-draw that will take place on the same date as the Unclaimed Prize Draw. Any redraw conducted under this condition will be drawn from the same pool of entries as were included in the Draw in which the prize was first awarded.

### **GENERAL**

31. The Promoter's decision in relation to any aspects of the Promotion is final and binding on every person who enters and no correspondence will be entered into.

32. The Promoter, its agents, affiliates or representatives will not be liable for any late, lost or misdirected entries.

33. Prizes are not transferable or exchangeable and cannot be taken as cash.

34. Each prize must be taken as offered and cannot be varied. Prize values are GST inclusive and are in Australian dollars. The Promoter accepts no responsibility for any variation in prize value.
35. If for any reason whatsoever a Winner does not take an element of a prize at the time stipulated by the Promoter, then the element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
36. If a prize (or part of a prize) is unavailable for any reason, the Promoter will, in its absolute discretion, substitute alternative goods or services of no lesser retail value and/or specification, subject to the approval of the authorities that have issued permits for the conduct of the Promotion. The Promoter accepts no other liability or responsibility for any loss incurred by a winner or any other party if a prize (or part of a prize) is unavailable for any reason.
37. The Promoter and their associated agencies, and companies associated with this Promotion will take no responsibility for prizes damaged or lost in transit. Once prizes have left Promoter's premises, the Promoter will not be responsible for any delay in delivery, or failure of safe delivery of prizes.
38. The Promoter accepts no responsibility for any tax implications (including any Fringe Benefits or Personal Income Tax) that may arise from the prize winnings. Independent financial advice should be sought.
39. The prize winner agrees to the use of their name, image and photograph/s for publicity and promotional purposes, without compensation, and agrees that Promoter will own copyright in any such images and photograph/s and in all material incorporating the photograph/s.
40. The Promoter shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for personal injury which is suffered or sustained, as a result of taking or using any of the prize, except for any liability which cannot be excluded by law.
41. 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.
42. If for any reason this competition is not capable of running as planned, for reasons 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 corrupts 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 relevant legislation) 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.

43. 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 participants or any other person's computer related to or resulting from participation in or down-loading any materials in this competition. 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 Promotion, or for any technical error, or any combination thereof that may occur in the course of the administration of his 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.
44. If for any reason the conduct or operation of the Promotion is interfered with or disrupted in any way (including by vandalism, power failures, natural disasters, acts of God, civil unrest, strikes, computer bugs or viruses, tampering or technical failures), the Promoter reserves the right to cancel, terminate, modify or suspend or recommence the Promotion, subject to the approval of the authorities that have issued permits for its conduct.
45. Privacy Consent. To provide this Promotion, the Promoter needs to collect personal information about Eligible Entrants. If an Eligible Entrant does not provide the information requested, the Promoter may not be able to provide the Eligible Entrant with the competition entry. The American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to personal information about an Eligible Entrant, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to the Promoter. The Eligible Entrant agrees that subject to the Privacy Act, the Promoter or their agents may do the following:
- Transfer personal information confidentially to the Promoter or Promoter's related companies or organisations that provide services in relation to this competition. This includes transferring personal information to the USA or other countries for data processing and servicing;
  - Disclose Eligible Entrants' personal information to State and Territory lottery departments;
  - Publish winners' names as required under the relevant lottery legislation; and
  - use the winner's personal information in any media for publicity purposes associated with the competition without any further payment or other compensation, unless the winner otherwise notifies the Promoter at time of accepting the prize.

46. The Promoter is American Express Australia Limited (ABN 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000.

47. Authorised under NSW Permit No. LTPS/08/06796, Vic Permit No. 08/3053, ACT Permit No. TP 08/02768.1, SA 08/2726.

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