

## Terms and Conditions

<b>Schedule – General</b>	
General Promotion	The American Express Mentoring and Business Grant Competition
Promoter	American Express Australia Limited (ABN 92 108 952 085) 12 Shelley St, Sydney, NSW 2000, Australia
Promotion Period	The Promotion starts 06:00am (AEST) on Wednesday 28th July 2021 and closes at 11:59pm (AEST) on Tuesday 7th September 2021
<b>Entry Details</b>	
Entry Instructions	To enter, entrants must, during the Promotion Period: A. Log onto <a href="https://www.americanexpress.com/en-au/business/trends-and-insights/events/business-grant-and-mentoring-competition/">https://www.americanexpress.com/en-au/business/trends-and-insights/events/business-grant-and-mentoring-competition/</a> ; B. Follow the links to the Promotion page to register their details, including first and last name, state, age, e-mail address and phone number; and C. Answer the entire set of questions set out on the entry page themed around small businesses.
Entry Restrictions	Entry is open to American Express Business Card Members, Corporate Card Members, Platinum and Centurion Card Members and Merchants in all States and Territories in Australia. Directors, management, employees, officers and contractors (and their immediate families) of the Promoter or of the agencies or organisations associated with this Promotion are ineligible to enter.
Maximum Entries	Maximum number of entries is one (1) per person over the entire Promotion Period.
<b>Winners Selection Details</b>	
Winners Selection Details	This is a game of skill and chance plays no part in determining the winners. The winners will be judged from all entries received throughout the Promotion Period and selected by a judging panel consisting of Jo Burston and a panel of American Express representatives. Judging will take place from 09:00am (AEST) on Wednesday 8th September 2021. <b>Judging Criteria:</b> The winners will be the entrants who, in the sole opinion of the judges, shows how well they can demonstrate how the mentor program experience would benefit them and in what ways a \$10,000 business grant would benefit their business. The judge's decision is final and the Promoter will not enter into correspondence regarding the Promotion result.
<b>Prize Details</b>	
Prize	There are forty (40) Prizes to be won. Major Prize: Ten (10) x Rare Birds twelve (12) month "Established Entrepreneur" Mentoring Program valued at AU\$1,899 each plus ten (10) x AU\$10,000 business grant. Minor Prize: Thirty (30) x Rare Birds twelve (12) month "Established Entrepreneur" Mentoring Program valued at AU\$1,899 each.
Prize Terms	Only one (1) Prize per person is permitted. Prize is subject to the terms and conditions as imposed by the provider of the Prize, including period of validity and expiry, or any redemption time frames. The Prize is not transferrable to any other person and is not redeemable for an alternative Prize. The Rare Birds twelve (12) month "Established Entrepreneur" mentorship program is fulfilled by Inspiring Rare Birds Pty Ltd. The winners will be subject to the terms and conditions published here: <a href="https://www.inspiringrarebirds.com/rare-birds-mentoring-program-terms-conditions/">https://www.inspiringrarebirds.com/rare-birds-mentoring-program-terms-conditions/</a> The AU\$10,000 grants will be transferred by Design Street Pty Ltd (a third party of American Express Australia Limited) to the winners who have followed the entry requirements within these set of Terms and Conditions correctly. The payment will be made via Electronic Funds Transfer EFT within three (3) months of the winners being determined. Once Prizes are awarded, the Promoter is not liable for any loss or failure to utilise the Prize.
Total Prize Pool	The total Prize pool is valued at AU\$175,960. Ten (10) x AU\$10,000 business grant, forty (40) x Rare Birds twelve (12) month mentorship programs valued at AU\$75,960.

<b>Notification, Publication, Verification, Delivery</b>	
Verification Requirements	Entrants and the winner may, at the discretion of the Promoter, be required to: <ol style="list-style-type: none"> <li>1. Provide proof of identity, age and residency to verify their entry (Proof of Identity). Identification considered suitable for verification is at the Promoter's discretion; and</li> <li>2. If an entrant/winner fails to provide Proof of Identity by the time and date stipulated by the Promoter, their entry/Prize claim will be deemed invalid at the Promoter's discretion.</li> </ol>
Winner Notification and Publication	The winners will be notified via email and/or phone call no later than 24th September 2021 The Winner will be published on the Promotion page ( <a href="https://www.americanexpress.com/en-au/business/trends-and-insights/events/business-grant-and-mentoring-competition">https://www.americanexpress.com/en-au/business/trends-and-insights/events/business-grant-and-mentoring-competition</a> ) by 30th October 2021
Delivery Date/ Prize Claim	The Major Prize will be awarded within three (3) months of the winners being notified, to the nominated bank account provided by the winners. The Minor Prize will be activated within three (3) months of the winners being notified, pending the winner has taken all necessary steps to be onboarded into the program
Unclaimed Prize Draws	The Promoter will conduct an unclaimed Prize draw within three (3) months from the Promotion Period end date to award the Prize if it remains unclaimed.

1. Participation in the Promotion constitutes acceptance of these Terms and Conditions (including the Schedule). Any capitalised terms used in these Terms and Conditions have the meaning given in the Schedule, except where stated otherwise.

### **Entry**

2. Entry to Promotion is open to residents who meet the Entry Restrictions.
3. The Promotion will be conducted during the Promotion Period. To enter, entrants must comply with the Entry Instructions during the Promotion Period. Any entry must be made personally. No entry made by a third party on behalf of an entrant will be valid.
4. Entrants in the Promotion may enter up to the Maximum Entries. Entries must be submitted in accordance with the Entry Instructions. Once submitted, entries will not be capable of alteration or deletion.
5. Entries must be received by the Promoter during the Promotion Period. Online entries are deemed received at the time of receipt into the relevant database. The Promoter accepts no responsibility for any late, lost or misdirected entries.
6. The Promoter reserves the right to verify identity as per the Verification Requirements. In the event that a winner cannot provide suitable proof, the winner will forfeit the Prize in whole and no substitute will be offered.
7. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of the Promoter, includes objectionable content, profanity or other defamatory statements. The Promoter reserves the right to disqualify any entrant or winner, who breaches these Terms and Conditions, tampers with the entry process, engages unlawful, fraudulent, misleading or deceptive behaviour (including any behaviour calculated to jeopardise the fair and proper conduct of the Promotion), or damages the goodwill or reputation of the Promoter. This includes, but is not limited, to entrants using multiple email addresses, postal addresses, PO Box addresses or SIM cards to register single or multiple purchases. Inaudible, illegible, incomprehensible and incomplete entries will also be deemed invalid.

### **Prize**

8. The Major Prize is specified in the Prize Details, and subject to Prize Terms. Total Prize Pool is also specified in the Schedule.
9. Prize values are based upon the recommended retail price at the time of printing (exclusive of GST). The Promoter accepts no responsibility for change in Prize value between now and the final Prize redemption date.
10. All costs associated with a Prize, which are not expressly included in the Schedule as an element of the Prize, are the responsibility of the winner. These costs may include spending money, transfer costs, taxes, insurance, or visa costs.
11. If the Prize is unavailable, for whatever reason, the Promoter reserves the right to substitute the Prize for a Prize of equal or greater value.
12. It is a condition of accepting the Prize that the winner must comply with all conditions of use of the Prize and any other requirements, or terms, imposed by the supplier of the Prize.
13. Entrants acknowledge and agree that there may be inherent risks in the Promotion or the Prize. Participation in either may involve participation in dangerous activities. By entering this Promotion and accepting the Prize, entrants accept the risk for themselves and their companion(s).

### **Determination and Notification**

14. The winners will be notified, as per the Schedule. The Promoter and the companies/agencies associated with the Promotion may also publish the name and State/Territory of residence of winners on their website(s) and in trade publications.
15. The Major Prize will be awarded to the person named in the valid entry or entries.

### **Claiming Major Prize**

16. The Major Prize will be awarded within three (3) months of the winners being notified. The Promoter reserves the right to distribute the unclaimed Prize in accordance with the Unclaimed Prize Draw details specified in the Schedule. Winners of unclaimed Prize will be notified in accordance with the Schedule.
17. In the event (for any reason) a winner does not take, or participate in (due to any issues including travel), an element of the Prize at the time stipulated by the Promoter, then that Prize will be forfeited and cash will not be awarded in lieu of that element of the Prize.

**Personal Information, marketing and publicity**

18. As part of the Promotion, the Promoter will collect entrants' personal information. If the entrant does not provide their personal information as requested, they may be ineligible to enter or claim a Prize in the Promotion. Submission of an entry is deemed to be consent by the entrant to the Promoter collecting their personal information.
19. The Promoter will use the personal information to enable an entrant to participate in the Promotion.
20. The Promoter may disclose entrants' personal information to third parties including its contractors and agents, Prize suppliers, Promotion sponsors and service providers to assist in conducting this Promotion, for research purposes and to the State and Territory lottery departments as required under the relevant lottery legislation.
21. If there is a Promotion Sponsor, the Promotion Sponsor may use the personal information of an entrant for marketing purposes if the entrant has given their consent to be contacted by the Promotion Sponsor.
22. Personal information will be stored by the Promoter on a database controlled by the Promoter or by a third party service provider of the Promoter.
23. Further details on how the Promoter will collect and use personal information is set out in the Promoter privacy policy which is located at <https://www.americanexpress.com/au/about-us/disclosures/privacy-statement/>
24. The Promoter's privacy policy contains information about how an entrant may access, update and seek correction of the personal information the Promoter holds about them and how an entrant may complain about any potential breach by the Promoter of the Australian Privacy Principles or any other Australian privacy laws and how such complaints will be dealt with.
25. By accepting the Prize, the winner agrees to participate in and co-operate as required with all reasonable marketing and editorial activities relating to the Promotion, including (but not limited to) being recorded, photographed, filmed or interviewed and acknowledges that the Promoter and its related bodies corporate may use any such marketing and editorial material without further reference or compensation to them.
26. The winner agrees not to sell or otherwise provide their story and or photographs related to the Promotion or being a winner of the Promotion to any other media organisation.

**Other Terms**

27. The Promoter is not liable for any tax implications that may arise from the Prize winnings.
28. All entrants hereby consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film, and/or recording of the same) in any media for an unlimited period without remuneration for the purposes of promoting this Promotion, and any products or services supplied by the Promoter.
29. It is a condition of accepting the Prize that the winner (or their legal guardian) may be required to sign a legal release in a form determined by the Promoter, in its absolute discretion. If the legal release is not signed within the time specified, the relevant entry will be deemed invalid. Where such occurs, the Promoter may determine a new winner in accordance with the arrangements specified in the Schedule (Unclaimed Prize Draws).
30. The Promoter and agencies or companies associated with this Promotion will not be liable for any loss or damage whatsoever which is suffered (including indirect or consequential loss) or for any personal injury suffered or sustained in connection with a Prize except for any liability which cannot be excluded by law.
31. The Promoter, and their associated agencies and companies is not liable for (including any costs) any error, omission, interruption, deletion, defect, delay in operation or transmission, network failures, tampering, unauthorised intervention, fraud communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and any cause beyond the control of the Promoter, and reserves the right to take any action that may be available.
32. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to properly proceed with the Promotion on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, computer virus, fraud, tampering, unauthorised intervention, or technical failure, the Promoter may in its absolute discretion cancel, terminate, modify or suspend the Promotion.
33. All entries become the property of the Promoter. The Promoter collect, hold, and use the personal information of entrants for the purpose of conducting this Promotion, and for future promotion of the Promoter's goods and services in accordance with the Promoter's Privacy Policy.
34. The Promoter may disclose entrants' personal information to companies connected with this Promotion and to State/Territory authorities. If the entrant does not agree with the collection, use, holding or disclosure of their personal information, they must not enter this Promotion. If the entrant no longer consents to their details being used, or wish to update, modify or delete their details, the entrant should contact the Promoter.