



AU\$1 MILLION AMERICAN EXPRESS MUSIC BACKERS FUND NOMINATE A MATE COMPETITION

CONDITIONS OF ENTRY

1. Information on how to enter and prizes form part of these Conditions of Entry. Registration and entry in this promotion is deemed acceptance of these Conditions of Entry.
2. The Promoter (the “**Promoter**” or “**American Express**”) in Australia is American Express Australia Limited (ABN 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000.
3. The **Promotion Period** commences at 10:00AM AEST Monday 3 August 2020 and closes at 11:59PM AEST on Sunday 13 September 2020. Entries received outside the Promotion Period will not be accepted.

ELIGIBILITY

4. **Eligible Entrants** include both the **Eligible Nominee** and the **Eligible Nominator**. Eligible Entrants do not need to be American Express Card Members.
5. **Eligible Entrants** must be:
 - (a) Over the age of 18 years; and
 - (b) An Australian Citizen or Permanent Resident. Eligible Entrants living outside of Australia must be planning to return to Australia within the next twelve months.
6. Employees of American Express and any related bodies corporate, any other agencies associated with this promotion, and their immediate families, are ineligible to enter.
7. Charities, groups, businesses and government organisations are not eligible to receive the prize. The promotion is open to eligible individuals only.
8. By entering the competition, **Eligible Entrants** agree that American Express may provide their personal information including name, phone number and mailing address details to related third-party companies and affiliates, for the purpose of awarding the prizes.

NOMINEE PRIZE: PRIZE DETAILS

Nominee Total Prize Value

9. The Total Prize Pool for the Nominee Prize is AU\$150,000.

Details of the Nominee Prize:

10. 100 winning Eligible Nominees will receive the following:

(a) Each Eligible Nominee will be awarded a AU\$1,500 cash prize.

11. Nominee Prize conditions:

- (a) The promotion for the Eligible Nominee is a Game of Skill. Chance plays no part in determining the winners. The top entries that best fit the judging criteria, as selected by the judges, will receive the prize outlined above. American Express reserves the right to confirm the validity of any entry.
- (b) Eligible Entrants are unable to win in both the Nominee and Nominator Prize Pools - in the event that an Eligible Entrant is awarded the Nominee Prize, they automatically forfeit any right to entry or winning of the Nominator Prize.
- (c) Winning Eligible Nominees will be contacted by the Promoter via phone and email. Only winning Eligible Nominees will be notified. Eligible Nominees must redeem their prize in writing by responding to the Promoter's email notification of winning.
- (d) The Nominee Prize can only be awarded to the nominated Eligible Nominee. The Eligible Nominee must produce a valid Australian Driver's License or Passport on request of the Promoter, in order for the Promoter to verify their identification. If the Eligible Nominee is unable to verify their identity, they will automatically forfeit the prize and it will be awarded to a runner-up.
- (e) Prize cannot be transferred in part or in full to other persons or altered or amended in any way that differs from the details outlined in these Promotion Conditions of Entry.
- (f) Both Eligible Entrants must consent to have their name and story published for promotion of the Music Backers Fund in order to claim the Nominee Prize. In the event that Eligible Entrants do not provide consent, they will forfeit this prize and it will be awarded to a runner-up.
- (g) Once the Eligible Nominee has claimed their prize per the process above, the Nominee will be awarded via bank transfer or cheque, whichever the Promoter chooses.
- (h) The Eligible Nominee will be required to provide their bank account details to American Express in order to facilitate the bank transfer. The relevant bank account must be in the name of the Eligible Nominee and not a third party.
- (i) American Express and any related third-party companies and affiliates will not be liable for any loss related directly or indirectly to the Nominee Prize, including should the Eligible Nominee provide incorrect or incomplete bank account details.

- (j) No other form of compensation will be supplied in lieu of the forfeited whole or part of the prize.
- (k) All components are subject to the standard terms and conditions of individual prize and service providers.

NOMINEE PRIZE: JUDGING AND WINNER NOTIFICATION

12. The judging for the Nominee Prize will take place as follows:

- (a) Nominee Prizes will be judged and awarded at two points during the Promotion Period.
 - I. The judging of the first round of Nominee Prize Winners will take place between Monday 24 August 2020 and Friday 28 August 2020.
 - II. The judging of the second round of Nominee Prize Winners will take place between Monday 14 September 2020 and Friday 18 September 2020.
 - III. Eligible Entrants who are not awarded a Nominee Prize in the first round will be eligible for and automatically entered into the second round of judging.
- (b) Winners of the Nominee Prize will be notified by phone and in writing via email within 7 business days of the end of the judging period. Nominee Prize Winners must claim their prize by confirming acceptance via return email of the Promoter's notification of winning.
- (c) Nominee Prize Winners will be published on the competition page at www.americanexpress.com/australia/musicbackers on the Monday immediately following the judging period, as outlined below:
 - I. First Round: Published by 5:00PM (AEST), Monday 31 August 2020; and
 - II. Second Round: Published by 5:00PM (AEST), Monday 21 September 2020.
- (d) The Nominee Prize must be claimed by the Nominee Prize Winner within 14 days of the prize being awarded, as outlined below:
 - I. First Round: Claimed by Monday, 14 September at 5:00PM (AEST); and
 - II. Second Round: Claimed by Monday, 5 October at 5:00PM (AEDT).

13. Any unclaimed prize/s will be re-distributed as follows:

(a) Any unclaimed Nominee Prize/s will be forfeited by the selected nominee at the abovementioned time and date, and then awarded to a runner-up at the following times:

I. First Round: Tuesday, 15 September 2020 by 5:00PM (AEST); and

II. Second Round: Tuesday, 6 October 2020 by 5:00PM (AEDT).

(b) Unclaimed Nominee Prize winners will be notified in writing within 2 business days of the prize being forfeited and re-awarded to the runner-up. Their names will be published on the competition page at

www.americanexpress.com/australia/musicbackers at the following days/times:

I. First Round: Published by Wednesday, 16 September by 5:00PM (AEST);
and

II. Second Round: Published by Wednesday, 7 October by 5:00PM (AEDT).

14. The Promoter's decision is final, and no correspondence will be entered into.

NOMINATOR PRIZE: PRIZE DETAILS

Nominator Total Prize Value:

15. There are 20 Nominator Prizes to be awarded. The Total Value of each individual prize is AU\$250, supplied to the Eligible Nominator in the form of an e-Gift Card for Ticketmaster.

16. The Total Prize Pool for the Nominator Prize is valued at AU\$5,000, supplied in e-Gift Cards.

Details of the Nominator Prize:

17. 20 Nominator Prize winners will receive the following each:

(a) One Ticketmaster e-Gift Card, valued at AU\$250

(b) Once the e-Gift Card has been received, use of the e-Gift Card will be per the Terms and Conditions of the e-Gift Card supplier, Ticketmaster, found here:

https://www.ticketmaster.com.au/h/giftcards_tc.html

- I. Ticketmaster e-Gift Cards can be used to buy eligible tickets and associated products for events in Australia, online at www.ticketmaster.com.au
 - II. Ticketmaster e-Gift Cards are activated at the time of purchase by the Promoter and expire 3 years after activation. Once the e-Gift Card has expired any remaining balance will no longer be available to use.
- (c) American Express takes no responsibility for lost, stolen, misplaced or expired Gift Cards, and no monetary compensation will be awarded in this event.
- (d) The balance of the e-Gift card can be checked online via Ticketmaster's balance checker.

18. Nominator Prize conditions:

- (a) The promotion for the Eligible Nominator is a Game of Chance. When an Eligible Nominee wins the Nominee Prize, then Eligible Nominators who nominated that Eligible Nominee will go into a draw to be one of the 20 Nominator Prize winners.
- (b) Eligible Entrants are unable to win in both the Nominee and Nominator Prize Pools - in the event that an Eligible Entrant is awarded the Nominee Prize, they automatically forfeit any right to entry or winning of the Nominator Prize.
- (c) If an Eligible Nominator is drawn more than once for the Nominator Prize, they will only be eligible to win once. Therefore, any Eligible Nominator can only receive a maximum of one (1) e-Gift Card valued at AU\$250 if they are drawn as a winner of the Nominator Prize.
- (d) Winning Eligible Nominators will be contacted by the Promoter via phone and email. Only winning Eligible Nominators will be notified. Eligible Nominators must redeem their prize in writing by responding to the Promoter's email notification of winning.
- (e) The Nominator Prize must be redeemed with the Promoter via email by Monday 18 January 2021 at 5.00PM (AEDT). Any attempts to claim the prize after this date will be rejected and the prize will be forfeited. At this point, the Nominator Prize will be awarded to a runner-up, who will be notified via phone or email on Tuesday 19 January 2021 by 5.00PM (AEDT). Any runner-up prizes awarded on this date will have until Monday 19 April 2021 at 5.00PM (AEST) to claim the prize via the same process outlined above for winning Eligible Nominators.
- (f) Following the confirmation of redemption, the Ticketmaster e-Gift Card will be supplied to the winning Eligible Nominator to the email address by which they redeemed the prize.
- (g) Both Eligible Entrants must consent to have their name and story published for promotion of the Music Backers Fund in order to claim the Nominee Prize. In the event that the Eligible Entrants do not provide consent, they will forfeit their prize and it will be awarded to a runner-up.
- (h) The Nominator Prize can only be awarded to the Eligible Nominator outlined on the entry form. The Eligible Nominator must produce a valid Australian Driver's License or Passport on request of the Promoter, in order for the Promoter to verify their identification. If the Eligible Nominator is unable to verify their identity, they will forfeit this prize and it will be awarded to a runner-up.

- (i) The Nominator Prize cannot be transferred in part or in full to other persons or altered or amended in any way that differs from the details outlined in these Promotion Conditions of Entry.
- (j) Neither cash nor other form of compensation will be supplied in lieu of the forfeited whole or part of the prize.
- (k) American Express and any related third-party companies and affiliates will not be liable for any injury, illness, loss, theft or damage to any person or possessions related directly or indirectly to the Nominator Prize, including the loss of the Gift Card.

NOMINATOR PRIZE: DRAW AND WINNER NOTIFICATION

19. The prize draw will take place as follows:

- (a) The Nominator Prize draw is currently scheduled to take place at Engage Interactive, Level 8, 56 Clarence Street, Sydney NSW 2000 on Tuesday 20 October at 2:00PM (AEDT).
- (b) Nominator Prize winners will be notified by phone and in writing within 7 business days of the draw and must claim the Nominator Prize by 5:00pm (AEDT) on Monday 18 January 2021. Nominator Prize Winners must claim their prize by confirming acceptance via return email of the Promoter's notification of winning.
- (c) Nominator Prize Winners will be published on the competition page at www.americanexpress.com/australia/musicbackers by Wednesday 21 October at 5:00PM (AEDT).

20. A draw for any unclaimed Nominator Prize will take place as follows:

- (a) Unclaimed Nominator Prizes will be announced by 5:00PM (AEDT) on Tuesday 19 January 2021; and
- (b) Unclaimed Nominee Prize draw winners will be notified in writing within 7 business days of the draw, and their names will be published on the competition page at www.americanexpress.com/australia/musicbackers by 5:00pm (AEDT) on Wednesday 20 January 2021;

21. American Express reserves the right to change the above dates. Nominator or Unclaimed Nominator Prize winners will be notified of these amended dates if a change occurs.

22. The Promoter's decision is final, and no correspondence will be entered into.

23. Prizes will be awarded to only the Eligible Nominator named on the entry form.

NOMINATE A MATE: HOW TO ENTER

24. To enter the competition, Eligible Nominators must, during the Promotion Period:
- (a) Visit www.americanexpress.com/australia/musicbackers
 - (b) Go to the Competition promotion page; and
 - (c) Follow the prompts to complete their entry including providing:
 - The Eligible Nominator's full name, phone number, email address and location
 - The Eligible Nominee's full name, phone number, email address and location
 - No more than 300 words detailing the way in which the Eligible Nominee has inspired the Eligible Nominator through positive impact on others, contribution to the music industry or resilience in the face of hardship.
 - (d) Seek the permission of the Eligible Nominee to share their story and supply their full name, location, email address and phone number for the purpose of this Promotion.
25. An eligible Nominator can submit up to five (5) entries, each for a different Eligible Nominee. Each entry must contain a maximum of 1 (one) Eligible Nominee. There is no limit as to how many times an Eligible Nominee can be nominated, provided that each nomination is completed by a different Eligible Nominator. An Eligible Nominator may not nominate themselves.
26. Eligible Nominators of winning Eligible Nominees will be automatically entered into the draw for the Nominator Prize, except when the following occurs:
- (a) In the event that an Eligible Entrant is entered to win both the Nominator Prize and Nominee Prize and wins the Nominee Prize, they will not be entered into the draw for the Nominator Prize. No Eligible Entrants will be able to win in both the Nominator and Nominee Prize Pools.

GENERAL CONDITIONS

27. Neither the Nominator Prize nor Nominee Prize is transferable or exchangeable and in the event that for any reason whatsoever the winner of the prize does not take the prize at the time stipulated by the Promoter, then the prize will be entirely forfeited by the winner. No compensation will be awarded in lieu of the prize.
28. Nominee Prize and Nominator Prize winners are advised that tax implications may arise from their prize winnings and they should seek independent financial advice prior to accepting any prize.

29. The Promoter reserves the right to request winners of both prizes to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity. The suitability and verification of such proof is at the sole discretion of the Promoter. In the event that a winner cannot provide suitable proof, the winner will forfeit the prize in whole and no substitute will be offered.
30. The Promoter reserves the right to verify the validity of entries and to disqualify any entry which, in the opinion of Promoter, includes objectionable content, profanity, potentially insulting, inflammatory or defamatory statements, disqualify any Eligible Entrant who tampers with the entry process, who submits an entry that is not in accordance with these Conditions of Entry or who has, in the opinion of Promoter, engaged in conduct in entering the Promotion which is fraudulent, misleading, deceptive or generally damaging to the goodwill or reputation of the Promotion and/or Promoter. The Promoter reserves the right to disqualify a winner if the Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
31. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer online 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 downloading any materials in this competition.
32. Unless expressly stated in these Conditions of Entry any expenses related to the Nominator Prize or Nominee Prize are the responsibility of the winner.
33. If the Nominee Prize or Nominator Prize are unavailable, for whatever reason, the Promoter reserves the right to substitute the prize for a prize of equal or greater value, subject to any written regulatory direction or as required by law.
34. It is a condition of accepting the Nominator Prize or the Nominee Prize that the winner may be required to sign a legal release in a form determined by the Promoter in its absolute discretion.
35. In accepting the Nominator Prize or Nominee Prize, the winner agrees to participate in and co-operate as required with all reasonable media editorial requests relating to the prize, including but not limited to, being interviewed and photographed, filmed and/or chaperoned throughout the duration of the prize.

36. In consideration for the Promoter awarding the prize to the winner, winners of the Nominator Prize or the Nominee Prize hereby permit their image and/or voice, as recorded, photographed or filmed during the winner's participation in either prize to appear in connection with the Promoter (including its related companies) or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee, payment or other compensation for such use.
37. Should an Eligible Entrant's contact details change during the Promotional Period, it is the Eligible Entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.
38. It is a condition of accepting the Nominee Prize and Nominator Prize that the winner must comply with all the conditions of use of these prizes and each of the prize supplier's requirements.
39. Any cost associated with accessing www.americanexpress.com/australia/musicbackers is the Eligible Entrant's sole responsibility and is dependent on the Internet service provider used.
40. The Promoter and their related bodies corporate, their officers, employees and agents shall not be liable for any loss or damage whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury or illness suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
41. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the website 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.
42. 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.
43. The Promoter and their associated agencies and companies assume no responsibility for any error, omission, interruption, deletion, defect, delay in operation or transmission; communications line failure, theft or destruction or unauthorised access to, or alteration of entries, and reserves the right to take any action that may be available.

44. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, pandemic, unauthorised intervention, fraud, technical failures or any causes beyond the control of the Promoter, which corrupt or affect the administration, security, fairness or integrity or proper conduct of this promotion, the Promoter reserves the right in its sole discretion to disqualify any individual who tampers with the entry process, take any action that may be available, and to cancel, terminate, modify or suspend the competition, subject to any written regulatory direction or as required by law.
45. If required, Eligible Entrant's personal information may be disclosed to State and Territory lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
46. No responsibility is accepted for late, lost or misdirected entries.
47. Incomplete or indecipherable entries will be deemed invalid.
48. All entries become the property of American Express. The winner of both the Nominator Prize and the Nominee Prize agrees to allow American Express to use his/her particulars for the purposes of marketing, publicity, promotional or direct mailing (unless they have already notified American Express not to do so).

Privacy Consent

49. To provide this competition, the Promoter needs to collect personal information about the Eligible Entrants. If the Eligible Entrants do not provide the information requested, the Promoter may not be able to provide the Eligible Entrants with the competition entry. The American Express Privacy Policy Statement, which is available at <https://www.americanexpress.com/au/>, sets out policies on management of personal information. To arrange access to personal information about the Eligible Entrant, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to the Promoter. The Eligible Entrants agree that subject to applicable privacy laws, the Promoter or their agents may do the following:
 - (a) Transfer personal information confidentially to the Promoter's related companies or organisations that provide services in relation to this competition. This includes transferring personal information to the United States of America or other countries for data processing and servicing;
 - (b) Perform relevant verification checks in order to comply with the *Anti-Money Laundering and Counter-Terrorism Financing Act 2006*;
 - (c) Disclose Eligible Entrants' personal information to State and Territory lottery departments (if required);

(d) Publish winners' names as required under the relevant lottery legislation (if required);
and

(e) 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.

50. Authorised under ACT Permit Number: TP 20/00905;