

“American Express The Shop Small Business Grant Competition” Terms & Conditions

The “American Express The Shop Small Business Grant Competition” (“**Promotion**”) is conducted by American Express Australia Limited (ACN 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000, Australia (“**Promoter**”) in collaboration with Engage Australia Pty Ltd (ACN 611 855 219) of Suite 55, 117 Old Pittwater Road, Brookvale NSW 2100 (“**Prize Supplier**”).

1. The Promotion commences on 1 November 2023 at 12:00am AEDT and ends on 30 November 2023 at 11:59pm AEDT (“**Promotion Period**”).
2. Information on how to enter the Promotion and details of prizes form part of the Conditions of Entry. Entry into the Promotion is deemed to be acceptance of the Conditions of Entry herein.
3. The Promotion is open exclusively to the Shop Small businesses in Australia which:
 - a. currently Warmly Welcome American Express cards (meaning that the business either does not surcharge American Express Card Members, or if it does, the business applies a surcharge that is not more than any surcharge it applies to other credit cards) and continue to do so up to the Claim Date (defined below);
 - b. are actively trading; and
 - c. have less than AUD\$1.3 million American Express charge volume in the last 12 months immediately prior to the commencement of the Promotion Period(the “**Eligible Entrant**”).
4. Shop Small businesses in Australia that meets the criteria set out in clause 3 above are automatically enrolled in the Promotion. In the event the Shop Small business wishes to opt out of the Promotion, the Eligible Entrant may contact the Promoter by e-mail at merchantmarketinganz@aexp.com.

Conditions of Entry

5. Each Eligible Entrant is eligible to win a maximum of one (1) prize only unless the Eligible Entrant is based in the state of South Australia, in which case such restriction will not apply. Each American Express transaction processed by the Eligible Entrant during the Promotion Period is equivalent to one (1) entry for the Promotion. The Promoter reserves the right to disqualify entries in the event of non-compliance with these Conditions of Entry. If there is any dispute concerning the conduct of the Promotion or claiming of the prize, the Promoter will resolve the dispute by way of direct consultation with the Eligible Entrant. If the dispute cannot be resolved by way of direct consultation, the Promoter’s decision shall be final, conclusive and binding and no further correspondence will be entertained.
6. There are ten (10) prizes to be won in total (or otherwise as determined by the Promoter at the Promoter’s sole discretion) each of which is a cash grant valued at AUD\$10,000. The total prize pool is valued at AUD\$100,000. No part of the prize is exchangeable or redeemable for any other prize or transferable, unless otherwise specified in writing by the Promoter. Once the prize has been awarded to the winning entrant (“**Winner**”), the Promoter shall not be liable for any loss or failure to utilize the prize.
7. The draw for the Promotion will take place at Engage Australia, 24 Washpool Crescent, Woongarah NSW 2259, Australia at 2:30pm (AEDT) on Wednesday, 24 January 2024 in the presence of an independent scrutineer. Engage Australia will contact the Winner to confirm their details. The Winners’ business name and state of trade will be published at <https://www.americanexpress.com/au/shop-small/merchant/competition-winners> by Monday, 1 February 2024. The Promoter will notify the Winners in writing via email by Wednesday 31 January 2024 (“**Notification Date**”) using the email

address, amex.prizefulfilment@engageinteractive.com.au. The Promoter will provide instructions via email to the Winners by the date above on how to claim the prize. Each Winner is required to confirm their acceptance of and claim the prize in writing in accordance with the Promoter's instructions by 15 February 2024 ("**Claim Date**"). If any of the Winners chooses not to accept their prize, or does not take or claim the prize by the Claim Date, or is unavailable to take or claim the prize, or if having made reasonable efforts, the Promoter is unable to contact the Winner, the said Winner will be deemed to have forfeited their prize and the Promoter is not obliged to substitute the prize for the said Winner and may at its sole discretion award the unclaimed prize to another Eligible Entrant. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at the same address as the original draw on 2.30pm (AEDT) 16 February 2024. The Winners' business name and state of trade will be published at <https://www.americanexpress.com/au/shop-small/merchant/competition-winners> by Friday, 1 March 2024. The Promoter will notify the Winners in writing via email by Thursday 29 February 2024 ("**Notification Date**") using the email address, amex.prizefulfilment@engageinteractive.com.au.

8. The prize will be transferred by the Prize Supplier to the Winners who have followed the entry requirements within these Conditions of Entry correctly. The payment will be made via Electronic Funds Transfer ("**EFT**") within twenty-eight (28) days of the Winners confirming their acceptance of the prize in accordance with clause 7 above. The prize is subject to the terms and conditions of the Prize Supplier at the time it is awarded, which shall prevail over these Conditions of Entry in the event of any inconsistency, and the provision of the prize is the sole responsibility of the Prize Supplier and not the Promoter. The Promoter accepts no responsibility or liability for the prize awarded, any delay or failure by the Prize Supplier to deliver the prize to the Winners or failure by any third party to meet any of its obligations in these Conditions of Entry or otherwise. Winners will be required to provide their bank account details, which will be collected by the Promoter and provided to the Prize Supplier in order to facilitate the EFT. The relevant bank account must be in the name of the Winner and not a third party. The Prize Supplier will be the only party to receive the Winners bank details. The promoter and any related third-party companies and affiliates including the Prize Supplier will not be liable for any loss related directly or indirectly to the prize, including should the Winner provide incorrect or incomplete bank account details.
9. If a prize (or portion of a prize) is unavailable, the Promoter reserves the right to substitute the prize (or that portion of the prize) to a prize of equal or greater value and specification at the Promoter's absolute discretion.
10. Eligible Entrants acknowledge and agree that personal information of the Eligible Entrants and their authorised representatives will be collected by the Promoter for purposes of the Promotion. Personal information will be stored on the Promoter's database. The Promoter may use this information for future marketing purposes regarding its products and services, including contacting the relevant persons electronically. The Promoter is bound by the Australian Privacy Principles in accordance with the Privacy Act 1988 (Cth) and its privacy policy which can be found at www.americanexpress.com.au/privacy. The Promoter's privacy policy contains information on how the Eligible Entrants or their authorised representatives may access, update and seek correction of the personal information the Promoter holds about them. By providing the Promoter with personal information, the Eligible Entrants and their authorised representatives consent for the Promoter to collect, use and disclose such personal information to third parties including its contractors and agents, prize suppliers and service providers to assist in conducting this Promotion. If the Eligible Entrants or their authorised representative do not provide their personal information as requested, they may be ineligible to enter the Promotion or claim a prize in the Promotion.
11. The Winners will participate in and co-operate as required with all reasonable publicity, marketing and editorial activities relating to the Promotion, including (but not limited to) promotional activities via social media, email and the Promoter's website, and consents to being recorded, photographed, filmed or interviewed, and acknowledges that the Promoter or its consultants or agents may use any such marketing and editorial materials without further reference or compensation to them. Winner acknowledges that Promoter may edit, amend or change the Winner's entry for publication. Each Winner guarantees that it has obtained the consents of its Authorised Persons and employees to be featured in the publicity,

marketing and editorial activities, or, if that Authorised Persons or employee is under the age of 18, the Winner has the consent of their parent or legal guardian for that Authorised Persons or employee to be featured.

12. The Promoter reserves the right to refuse to allow a party to take part in any or all aspects of a prize or to terminate a party's entry to the Promotion, in the Promoter's absolute discretion.
13. Any guarantee or warranty given is in addition to any relevant statutory guarantees and warranties and nothing in these Conditions of Entry restricts, excludes or modifies or purports to restrict, exclude or modify any statutory consumer rights under any applicable law in Australia, including, but not limited to the Competition and Consumer Act 2010 (Cth).
14. If for any reason any aspect of this Promotion is not capable of running as planned, including by reason of computer virus, communications network failure, bugs, tampering, unauthorised intervention, fraud, technical failure, government restrictions, COVID-related cancellations or any cause beyond the control of the Promoter, the Promoter may in its sole discretion cancel, terminate, modify or suspend the Promotion and invalidate any affected entries, and suspend or modify the prize.
15. For the avoidance of doubt, the Promoter's right to cancel and/or terminate the Promotion as set out in Clause 14 is subject to regulatory approval.
16. The Promoter, its direct or indirect subsidiaries, controlled affiliates and affiliated companies (including its respective directors, officers, employees and agents) will not be liable for any loss (including, without limitation, indirect, incidental, special, speculative, punitive, exemplary or consequential loss or loss of profits), expense, damage, personal injury or death which is suffered or sustained (whether or not arising from any person's negligence or willful misconduct) in connection with this Promotion or accepting or using any prize (or recommendation), except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
17. The Winners will participate in and co-operate as required with all reasonable publicity, marketing and editorial activities relating to the Promotion, including (but not limited to) promotional activities via social media, email and the Promoter's website, and consents to being recorded, photographed, filmed or interviewed, and acknowledges that the Promoter or its consultants or agents may use any such marketing and editorial materials without further reference or compensation to them. Each Winner guarantees that it has obtained the consents of its authorised representative and employees to be featured in the publicity, marketing and editorial activities, or, if that authorised representative or employee is under the age of 18, the Winner has the consent of their parent or legal guardian for that authorised representative or employee to be featured.
18. The Promoter accepts no responsibility for any tax implications and the Winners must seek their own independent financial advice in regard to the tax implications relating to the prize or acceptance of the prize.
19. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of these rights.
20. These Conditions of Entry shall be governed by New South Wales laws and the courts of New South Wales shall have exclusive jurisdiction for any disputes arising from or in connection with these Conditions of Entry. Authorised under NSW Permit No. TP/02813; ACT Permit No. TP 23/01384; SA Permit No. T23/1071.
21. The Promoter reserves the right to request the winner to provide proof of identity, employment and residency prior to awarding the prize. Identification considered suitable for verification is at the discretion of the Promoter.
22. The Promoter is American Express Australia Limited (ABN 92 108 952 085) of 12 Shelley Street, Sydney, NSW 2000 ("the Promoter"). ®Registered trademark of American Express Company.