

American Express "Dream Backers" Promotion

Terms & Conditions

1. The American Express "*Dream Backers Competition*" (**Promotion**) is conducted by the American Express Australia Limited (ABN 92 108 952 085) (**Promoter**) of 12 Shelley Street, Sydney NSW 2000.
2. The Promotion commences at 12:00am AEDT on Tuesday, 9 November 2021, and closes at 11:59pm AEDT on Friday, 26 November 2021 (**Promotion Period**).

Eligibility Criteria

3. Entry to the Promotion is open to any small business in Australia (**Entrants**) which accepts payments via American Express and that:
 - (a) is actively trading; and
 - (b) does not surcharge American Express Card Members, and if it does, it applies a surcharge that is not more than any surcharge it applies to other credit cards; and
 - (c) has less than AUD\$1.3 million American Express charge volume in the last 12 months from the commencement of the Promotion Period.
4. Entrants warrant and represent that they satisfy the requirements in clause 3 throughout the Promotion Period.
5. For the avoidance of doubt, the Promoter reserves the right to verify an Entrant's eligibility for the Promotion.
6. Only one (1) entry is allowed per Entrant. If multiple entries are made, only the initial entry will be accepted, and any subsequent entries from the same Entrant will be disqualified.

How to enter

7. To enter the competition, a representative of the Entrant must:
 - (a) submit its entry through this URL link, americanexpress.com/australia/dreambackers, during the Promotion Period;
 - (b) clearly articulate, in 25 words or less, an answer to the following question: "*What is your business' boldest dream?*" (**Entrant's Dream**);
 - (c) guarantee that they satisfy the eligibility requirements in clause 3; and
 - (d) provide the Entrant's details including, among others, first and last name of the representative of the Entrant, business name, preferred contact number and email address.
8. An entry must not include:

- (a) any content that contravenes any law, infringes the rights of any person or is obscene, offensive, potentially defamatory, discriminatory, indecent, objectionable or inappropriate (which includes any content involving nudity, malice, excessive violence or swearing); and
 - (b) any content which infringes the intellectual property rights (such as copyright and trademarks) of another person. The Promoter reserves the right to verify, or to require an Entrant to verify, that an entry is the Entrant's original work. If an entry cannot be verified to the Promoter's satisfaction, that entry will be deemed invalid.
9. Promoter may, in its absolute discretion, edit, modify, delete, remove or take-down any part of an Entrant's entry.
10. By submitting an entry to the Promotion, the Entrant agrees to be bound by the rules, regulations and decisions of the Promoter and by these Terms and Conditions. An Entrant agrees to assign all rights in the entry to the Promoter and its consultants or agents, and consents to the Promoter and its consultants or agents using the entry in any manner the Promoter wishes (including modifying, adapting or publishing the entry, whether in original or modified form, in whole or in part or not at all), by way of all media, without compensation. By submitting an entry, the Entrant consents to any dealings with the entry that may otherwise infringe its moral rights in the entry. The Promoter and its consultants or agents may copy any content submitted as part of an entry, cause the content to be seen and/or heard in public, and communicate the content to the public.

Prize Details

11. The Promoter will provide the winning Entrant (**Winner**) with the necessary and reasonable assistance required to help make the Entrant's Dream (as submitted in accordance with clause 7(b)) a reality (**Dream Assistance Package**).
12. The Dream Assistance Package will consist of:
- (a) a monetary contribution from the Promoter, which amount will be determined at the sole discretion of the Promoter having regard to its assessment of what amount will be reasonable and necessary to assist in giving effect to the Entrant's Dream, and which will take the form of payments made by the Promoter to selected vendors and/or service providers on the Winner's behalf; and
 - (b) any reasonable and necessary non-monetary support and in-kind assistance from a representative of the Promoter until such time when that representative considers, in their sole discretion, that further non-monetary support and in-kind assistance is no longer required.

(Prize)

13. There is one (1) prize. Maximum total prize pool value is up to AU\$150,000.
14. For the purpose of clause 12(b), the Promoter will cease to provide non-monetary support and in-kind assistance to the Winner by a certain date as may be determined by the Promoter at its sole discretion.

15. The final terms of the Dream Assistance Package will be agreed to separately between the Promoter and the Winner within fifteen (15) weeks from the date the Winner claims the Prize. Those terms are subject to the final approval of the Promoter.

Judging Criteria

16. The Promotion is a game of skill. Game of chance plays no part in determining the Winner.
17. Each entry will be judged based on its creativity, authenticity and quality (**Judging Criteria**).
18. Each entry will be individually assessed against the Judging Criteria by a panel appointed by the Promoter (at the Promoter's sole discretion) (**Judging Panel**).

Winner Selection

19. The Judging Panel will select the winning entry by Monday, 13 December 2021, at 11:00am AEDT.
20. Any decision of the Judging Panel (including any decisions made in respect of the Reserve Winner as per clause 24 below) is final, conclusive and binding, and no correspondence will be entered into with unsuccessful Entrants.

Winner Notification

21. The Promoter will notify the Winner by telephone and email using the email address, dreambackers@aexp.com, by Tuesday, 14 December 2021 and will publish the name of the Winner by Monday, 31 January 2022 on the Promoter's website (www.americanexpress.com.au/merchant).
22. If requested by the Promoter, the Winner agrees to co-operate and participate in all publicity or promotional activities (including, but not limited to, promotional activities via social media, email, the Promoter's website, interviews, filming and photography) surrounding the winning of the Prize, free of charge. The Winner consents to the Promoter or its consultants or agents using its business name and branding, as well as any likeness, image and/or voices of its employees (including photograph, film and/or recording of the same) in any media for an unlimited period of time following the end of the Promotion Period without compensation for the purpose of promoting the Promotion (including any outcome of the Promotion), and promoting any products/services of the Promoter. The Winner guarantees that it has obtained the consents of its employees to be featured in the publicity or promotional activities, or, if that employee is under the age of 18, it has the consent of their parent or legal guardian for that employee to be featured.

Claiming Prize

23. The Winner must claim the Prize by 17:00pm AEDT on Tuesday, 28 December 2021 by confirming receipt of the notification during the notification telephone call or by responding to the email (dreambackers@aexp.com).

24. If the Prize is not claimed by the stipulated deadline or if, having made reasonable efforts, the Promoter is unable to contact the Winner; or the Promoter and Winner are unable to reach an agreement regarding the final terms of the Dream Assistance Package in accordance with clause 15 above, then:
 - (a) the Winner will be taken to have forfeited the Prize and the Judging Panel will award the Prize instead to the next best entry (as assessed against the Judging Criteria) (**Reserve Winner**); and
 - (b) the Promoter will notify that Reserve Winner by telephone and email within two (2) business days of the Prize being awarded to them by the Judging Panel.
25. The Reserve Winner must claim the Prize within fourteen (14) days from the date of notification by confirming receipt of the notification during the notification telephone call or by responding to the email (dreambackers@aexp.com). For the avoidance of doubt, the Reserve Winner shall be bound by these Terms and Conditions, and any such terms as may be determined by the Promoter.
26. If a Reserve Winner does not claim the Prize within fourteen (14) days, the process set out in clauses 24 and 25 shall be applied again, and so on until the Prize has been claimed.
27. The Prize must be taken as offered and is not exchangeable, transferable, or redeemable for cash or for resale.

General

28. Information on how to enter and prize details set out in all communications regarding the Promotion form part of these Terms and Conditions.
29. Any entry not complying with these Terms and Conditions is invalid. Errors and omissions may be accepted at the Promoter's sole discretion.
30. Any examples of "Entrant Dreams" provided by the Promoter in the course of promoting the Promotion are for illustrative purposes only and are not a representation of the final value of the Prize, or the assistance that might be provided to the Winner by the Promoter.
31. The Promoter may, at its sole discretion, extend the Promotion Period for two (2) weeks. The Promoter will publish a notice of any extension on the website of the Promoter.
32. The Entrant agrees to, grant the Promoter a worldwide, non-exclusive, royalty-free, licence-fee-free, sub-licensable, transferable, perpetual and irrevocable licence to use, copy, store, reproduce, modify, adapt, make derivative works of, display, publish, distribute, perform, broadcast, communicate, commercialise, and exploit the content and materials which the Entrant submitted as part of its entry (including but not limited to its name and comments) for any purpose such as promotional, marketing or publicity purposes.
33. Beneficiaries of the Prize shall accept that the Prize is 'as is' and acknowledge that the Promoter accepts no responsibility for any tax implications or costs that may arise from

the receipt of their Prize. Beneficiaries of the Prize should seek advice from a qualified taxation adviser or accountant regarding their participation in the competition.

34. The Promoter reserves the right, at any time, in its sole discretion, to verify the validity of entries and Entrants (including an Entrant's ABN and place of business) and reserves the right, in its sole discretion, to disqualify any Entrant whom the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
35. If for any reason the Promotion is not capable of running as planned (including, but not limited to infection by computer virus, bugs, 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 the Promotion), the Promoter may, subject to the approval of any relevant regulatory authorities, take any action that may be available including cancelling, terminating, modifying or suspending the Promotion without prior notice.
36. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
37. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the states and territories of Australia (Non-Excludable Guarantees).
38. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter and its related entities (including its respective directors, officers, employees and agents) are not responsible for and exclude all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or Prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a beneficiary of a Prize (including an Entrant and the recipient of the Prize); (f) use/taking of the Prize; and (g) the Promotion.
39. All entries submitted by Entrants shall become the sole property of the Promoter.
40. By providing the Promoter with personal information, the Entrants consent for the Promoter to collect, use and disclose such personal information of Entrants so that the Promoter may process their entry, administer the Promotion and contact them regarding information on products or services that may be of interest to the Entrants.

41. The Entrants also consent for the Promoter to communicate and share their personal information to external providers and organisations to which the Promoter may outsource certain functions.
42. The Promoter will use and handle the personal information of Entrants as set out in its Privacy Policy, which can be viewed at www.americanexpress.com/au/about-us/disclosures/privacy-statement/. The Privacy Policy set outs how you may access, update or correct your personal information, change your direct marketing preferences or make a privacy complaint.
43. The Entrants acknowledge and agree that the Promoter needs to collect personal information about persons associated with the Entrant to run the Promotion. If those persons do not provide the information requested, the Promoter may not be able to grant them entry to the Promotion.
44. These Terms and Conditions 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 Terms and Conditions.