

**AMERICAN EXPRESS INTERNATIONAL, INC.**  
**CREDIT UNION PROMOTION OCTOBER 2011 - TERMS AND CONDITIONS**

1. Information on how to enter and prizes form part of these conditions of entry. Entry into the promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is American Express International, Inc (ABN 15 000 618 208. AFSL No. 237996) of Level 7, 60 Union Street, Pyrmont, Sydney NSW 2009 ("Promoter").
3. The promotion commences on Monday, 10<sup>th</sup> October 2011 at 09:00 (AEDT) and concludes on Friday, 18<sup>th</sup> November 2011 at 17:00 (AEDT) ("Promotion Period").
4. The promotion is a two tiered campaign and will involve:
  - a. Chance to win with transaction promotion for Credit Union members
  - b. Chance to win with Credit Union Branch incentive promotion

**TIER 1: Credit Union Member Prize**

5. Subject to Clause 7 below, entry to Tier 1 of the promotion will be given to Australian residents who are 18 years of age or older and are Credit Union members of participating Credit Unions ("Eligible Entrants").
6. Eligible Entrants must during the Promotion Period, complete an Eligible Transaction through their participating Credit Union and register their Eligible Transaction online (including information on transaction type, transaction time and transaction reference number) on the promotion online form at [www.amexpromotion.com.au/picture](http://www.amexpromotion.com.au/picture) during the Promotion Period. An Eligible Entrant is considered to have undertaken an "Eligible Transaction" where they have either:
  - a. bought/sold, a minimum value of AUD\$1,000 in one transaction of one or any combination of the following American Express products:
    - i. Foreign Cash
    - ii. Travellers Cheques
    - iii. American Express<sup>®</sup> *GlobalTravel* Card (may not be available at all participating Credit Unions)
  - b. sent/received an International Bank Draft and/or Telegraphic Transfer with a minimum value of AUD\$1,000 in one transaction.

Eligible Entrants will be awarded one (1) entry per Eligible Transaction mentioned above in point (6a) and awarded two (2) entries per Eligible Transaction mentioned in point (6b).

7. Directors, management, employees (and their immediate families) of the Promoter and Synchronesh Pty Ltd ("Synchronesh"), their licensees, its agencies associated with this promotion, and their immediate family members are not eligible to enter this promotion.
8. There is no limit to the number of entries an Eligible Entrant can receive during the Promotion Period.
9. A full list of participating Credit Unions is available at [www.amexpromotion.com.au/picture](http://www.amexpromotion.com.au/picture)
10. There is one (1) x Tier 1 draw prize valued at AUD\$5,000 (including GST). The major winner will receive an AUD\$5,000 (including GST) travel package voucher.
11. The total prize value for Tier 1 of the promotion is up to a maximum value of AUD\$5,000 (including GST).
12. The Tier 1 prize travel package voucher must be used and booked by the winner within three (3) months of being awarded the prize and travel must be complete within twelve (12) months. Once the winner chooses their holiday destination, they may only use their travel package voucher for that one (1) destination only. Once flights, accommodation and activities have been booked, any incurred amendment costs will be at the winner's expense.

13. The travel prize package voucher must be taken according to the following spend allocations and conditions:
  - Travel packages, including all flights, accommodation and activities, must be booked through the Promoter's specified travel agent, 'Corporate Travel Connections'.
  - Flights can be booked up to the maximum value of AUD\$3,000 and is for a maximum of two people travelling together on the same flights.
  - Accommodation must be booked to the minimum value of AUD\$1,500 based on seven (7) nights maximum duration and both travellers must stay together at the same property.
  - Travel Insurance is compulsory and cost is at winner's expense.
14. No cash compensation will be awarded if the full value of any component is not utilised. Winner must book at least 60 days prior to travel departure. No changes allowed within 7 days of departure. Prize is a single event holiday and cannot be separated into different holiday vacations. Availability cannot be guaranteed during Christmas, School holiday and special event periods. Once booking is confirmed, changes will incur a fee of \$150 per person, including GST plus supplier charges.
15. Unless expressly stated in these terms and conditions all other expenses in excess of the prize value amount become the responsibility of the winner. The winner is responsible for all other expenses outside of what is stipulated in the prize, including spending money, meals, drinks, transfers, laundry charges, activities, incidentals, taxes, energy surcharges, gratuities, services charges, passports, visas, travel insurance and all other ancillary costs.
16. It is the traveller's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports (with a minimum of 6 months validity prior to departure) and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveller/s. Compliance with applicable health or government requirements is the responsibility of the winner and his or her companion.
17. The Promoter, Synchronesh Marketing Pty Ltd, makes no representation as to the safety, conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade.
18. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements. The tier 1 prize winner may be required to present credit card at time of accommodation check in.
19. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prizes are not exchangeable or redeemable for cash, or other goods or services. A prize cannot be transferred to any other person, unless agreed to by the Promoter.

**TIER 2: Credit Union Branch Incentive Prize**

20. Participating Credit Union branches are automatically entered into the promotion. The winning branch will be the outlet that processed the winning transaction from the 'Tier 1' component of the promotion (as determined through the conduct of the Tier 1 prize draw).
21. The winning Credit Union branch will win an office Party valued at up to a maximum of AUD\$2,000 (GST included). As the Eligible Entrants have entered the promotion on behalf of their Company, the prize will be awarded to the Company.
22. Prize details: Synchronesh will arrange on the winner's behalf an Office Party for the winner and a group of their work colleagues. The venue will be agreed upon between the winner and the Promoter but ultimately remains at the sole discretion of the Promoter. The value of the prize will not exceed AUD\$2,000 (GST included) and includes event management, venue hire and set-up, hire of entertainment/DJ (if required), food and drinks, any necessary insurance and if necessary transportation to and from the venue. If the total cost of the party arranged by the winner exceeds AUD\$2,000 (GST included) then the winner is responsible for paying any such amount.

23. The Promoter, in its sole discretion, reserves the right to prohibit any party arrangements which are considered inappropriate or unsuitable.
24. Each winner must redeem their prize and have all party arrangements booked by the 10<sup>th</sup> June 2012.
25. The total maximum prize pool is AUD\$2,000 (GST included).

#### **General Conditions**

26. The Promoter, its agents, affiliates or representatives will not be liable for any lost, late or misdirected entries. Illegible, incomprehensible and incomplete entries will be deemed invalid.
27. The Promoter reserves the right to request winners to provide proof of identity, proof of residency and/or proof of entry validity in order to claim a prize. Proof of identification, residency and entry considered suitable for verification is at the 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.
28. The computerised random prize draw will take place at 15:00 (AEDT) on Thursday 8<sup>th</sup> December 2011 at Synchronesh, Level 1, 71 Walker St, North Sydney NSW 2060. The Tier 1 winner will be notified of their prize in writing within 2 working days of the draw and be published in *The Australian* on Tuesday, 27<sup>th</sup> December 2011. The Tier 2 winner will be notified of their prize in writing within 2 days of the Tier 1 winner being validated, and be published in *The Australian* on Tuesday, 27<sup>th</sup> December 2011.
29. The Tier 1 winner will be contacted by 'Corporate Travel Connections' to organise their holiday once the winner has been validated by the Promoter.
30. The total maximum prize pool is up to AUD\$7,000 (including GST). The Promoter accepts no responsibility for any variation in the prize value and for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
31. The Tier 1 prize cannot be transferred or redeemed for cash. Each prize must be taken as stated and no compensation will be payable if the winner is unable to use the prize as stated.
32. If the prize is unavailable, for whatever reason, the Promoter, in its discretion, reserves the right to substitute the prize for a prize of equal or greater value, subject to state regulation.
33. The Promoter shall conduct further draws as may be deemed necessary if prizes are unclaimed, at Synchronesh, Level 1, 71 Walker St, North Sydney NSW 2060 at 15:01 (AEDT) on Monday, 7<sup>th</sup> March 2012 to distribute any prizes unclaimed by that date, subject to state legislation. Winners of the unclaimed prize draw will be notified of their prize in writing, and their details will be published in *The Australian* newspaper on Monday, 12<sup>th</sup> March 2012.
34. It is a condition of accepting the prize that the winner must comply with all the conditions of use of the prize and the prize supplier's requirements.
35. Once prizes have left the Promoter's premises, the Promoter takes no responsibility for prizes damaged, delayed or lost in transit.
36. In the event that for any reason whatsoever a winner does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the winner and cash will not be awarded in lieu of that element of the Prize.
37. There will be five (5) reserve entries drawn in the draw to be held as "back-up winners" for the draw. Back-Up Winners will be recorded in the order drawn and used only in the instance that the relevant prize winner's entry is deemed invalid, and therefore unable to receive a prize. In the case of an invalid entry in a draw, the prize for that particular

draw will be allocated to Back-Up Winners in the order in which they were drawn. A Back-Up Winner will not receive a prize, except pursuant to this clause.

38. All entries become the property of the Promoter. The Promoter collects personal information about you to enable you to participate in this promotion but no further use of this information will be made without prior consent.
39. Neither the Promoter, the agencies associated with this promotion, Synchronesh, or their respective related bodies corporate, nor their officers, employees, contractors or agents will be liable for any loss, damage or personal injury whatsoever (including but not limited to direct, indirect or consequential loss) suffered or sustained in connection with this promotion, any delay in delivery, lost in transit, or failure of safe delivery of prizes, the advertising of this promotion or the receipt or use of any prize, except for any liability which cannot be excluded by law.
40. Entrants 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 purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
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. 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 website, or any combination thereof, including but not limited to any injury or damage to Eligible Entrants' or any other person's computer related to or resulting from participation in this promotion. Neither is the Promoter responsible for any incorrect or inaccurate information, either caused by the entrant 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 network failure, theft or destruction or unauthorised access to or alteration of entries.
43. If for any reason this promotion is not capable of running as planned, 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 corrupt or affect the administration, security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right, subject to any directions given under applicable law, 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.
44. The Promoter is collecting the entrant's personal information for the purpose of conducting and promoting this competition (including but not limited to determining and notifying winner). The entrant's personal information may be disclosed to Synchronesh for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
45. Entrants' 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. Privacy Consent. To provide you with this promotion, the Promoter needs to collect personal information about each Eligible Entrant. If the Eligible Entrant does not provide the information requested, the Promoter may not be able to provide the Eligible Entrant with the promotion entry. In Australia, the American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to personal information about an Eligible Entrant, to request a copy of the American Express Privacy Policy Statement or to enquire generally about privacy matters, write to the Promoter. Each Eligible Entrant agrees that subject to the Privacy Act, the Promoter or its agents may do the following:

- a. transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this promotion, including transferring personal information to Australia, the USA or other countries for processing;
  - b. disclose Eligible Entrants' personal information to State and Territory lottery departments;
  - c. publish prize winners' names as required under applicable law, and;
  - d. use prize winners' personal information in any media for publicity purposes associated with the promotion without any further payment or other compensation, unless the prize winner otherwise notifies the Promoter at the time of accepting the prize.
47. In the event of war, terrorism, a state of emergency or a disaster, the Promoter reserves the right (subject to any directions under applicable law) to cancel, terminate, modify or suspend the promotion.
48. The Promoter's decision in relation to this promotion is final, and no correspondence shall be entered into.
49. Authorised under Permit numbers NSW: LTPS/ 11/09123, VIC: 11/2145, ACT: TP 11/04078, SA: T11/2170.