



**American Express® Australia Limited
250,000 Membership Rewards™ points giveaway
Terms and Conditions**

1. Information on how to enter forms part of the terms of entry. Entry into the competition is deemed acceptance of these terms and conditions.
2. Entry is open to all residents of Australia who are the Primary Account Holder of an American Express Card issued by American Express Australia Limited (the "Promoter"). ("Eligible Entrant").
3. Employees and their immediate families of the Promoter, ACE Insurance Limited, Beinteractive Pty Ltd and their associated agencies and companies are not eligible to enter.
4. The competition commences on 20th November 2008 at 00:01 (AEDT) and concludes on 28th February 2009 at 23:59 (AEDT). ("Promotional Period")
5. To enter, Eligible entrants must be an American Express Cardmember aged between 18 and 74 and purchase American Express Travel Insurance (Annual) or American Express Travel Insurance (Single Trip) during the Promotional Period. The Cardmember must be enrolled in Membership Rewards at the time of purchase. In purchasing either American Express Travel Insurance (Annual) or American Express Travel Insurance (Single Trip), the Eligible Entrant will automatically receive one entry per product purchased in the draw. Only Primary Account Holders are eligible to claim a winning prize.
6. Inaudible, incomprehensible and illegible entries will be deemed invalid.
7. American Express Cardholders may enter this competition as many times as they like, subject to these Terms and Conditions.
8. The Promoter reserves the right to request the winner to provide proof of identity, proof of residency at the nominated prize delivery address and/or proof of entry validity (including phone bill or store receipt for purchase requirement) 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.
9. 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 entrant who tampers with the entry process, who submits an entry that is not in accordance with these Terms & 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 Promoter becomes aware that the winner and/or the winner's entry is of a type described in this clause.
10. Entries must be received by 23:59 (AEDT) on 28th February 2009. The time of entry will in each case be the time the ACE Insurance Limited online system records the purchase of American Express Travel Insurance (Annual) or American Express Travel Insurance (Single Trip). The Promoter accepts no responsibility for any late, lost or misdirected entries.

11. There is one (1) prize. The first valid entry drawn will win 250,000 American Express Membership Rewards points, which will be credited to the winner's American Express Membership Rewards account within 6 – 8 weeks of the draw.
12. It is a condition of acceptance of the prize that the winning Entrant's credit account must be current (during the Promotional Period and at the time of the draw) and the winning entrant must not be in default under their credit contract. The winning entrant must also hold a current insurance policy at the time of the draw.
13. Total prize value is equivalent to AU\$2,542 (including GST) at the time of preparation of these Terms and Conditions.
14. This 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. The Promoter accepts no responsibility for any variation in the value of the prize.
15. 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, subject to state regulation.
16. By accepting the 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.
17. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with media or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
18. 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.
19. Independent financial advice should be sought as tax implications may arise as a result of accepting the prize.
20. Each valid entrant who has entered the competition over the duration of the promotional period will be entered into the draw. The valid entrant will be drawn at random to become the winner. The draw will take place at Beinteractive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000, on 1st April 2009 at 1500 (AEDT) .
21. The winner will be notified by telephone within 2 days of the draw and will also be sent a letter advising them of their prize. Winners of prizes valued over \$250 will be published in the Public Notices section of The Australian newspaper on 8th April 2009.
22. Should an entrant's contact details change during the promotional period, it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to Promoter.

23. Subject to any direction given under relevant State legislation, an unclaimed prize draw will take place at Beinteractive Pty Ltd, Level 9, 155 George Street, Sydney NSW 2000 on 22nd July 2009 at 15:00 (AEST) and winners of prizes valued over \$100 will have their details published in the Public Notices section of the Australian on 29th July 2009
24. The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
25. It is a condition of accepting the prize that the winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
26. In the event of war, terrorism, state of emergency or disaster the Promoter reserves the right (subject to applicable law or regulation) to cancel, terminate, modify or suspend the promotion.
27. The Promoter 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 suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the phone 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.
28. 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.
29. American Express Australia Limited, ACE Insurance Limited, Beinteractive Pty Ltd 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.
30. If for any reason this competition is not capable of running as planned, including due to infection by computer virus, bugs, tampering, 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 direction given under State Regulation.
31. 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.
32. Beinteractive Pty Ltd, on behalf of American Express Australia Limited, 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 Beinteractive Pty Ltd for this purpose. If you are not willing for this to occur you cannot participate in the Promotion.
33. Privacy Consent. To provide this competition, the Promoter needs to collect personal information about the entrant. If the entrant does not provide the information requested,

the Promoter may not be able to provide the entrant with the competition entry. The American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to an entrant's own personal information, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to the Promoter. The entrant agrees that subject to the Privacy Act, the Promoter or their agents may do the following:

- 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 USA or other countries for data processing and servicing;
- Disclose entrants' personal information to State and Territory lottery departments;
- Publish winners' names as required under the relevant lottery legislation; and
- 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.

34. Entrants' personal information may be disclosed to state and territory lottery departments and the winner's name published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.

35. The Promoter is American Express Australia Limited, (ABN 92 108 952 085) of 12 Shelley St, Sydney, NSW, 2000.

36. The benefiting party is: ACE Insurance Limited.

Authorised under permit numbers: NSW: LTPS/08/11479, ACT: TP 08/04772