



**American Express**  
**Membership Rewards Webjet Travel 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**”) is American Express Australia Limited (ABN 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000.
3. The Promotion starts at 09:00am on 15th March 2019 AEST and closes at 11:59pm AEST on 12th April 2019. (“Promotion Period”) No entries will be accepted after this time.

**ELIGIBILITY**

4. Entry is open to all Australian American Express Primary Card Members, aged eighteen (18) years or older who are enrolled in the Membership Rewards program (“Eligible Entrants”).
5. Additional Card Members are not eligible to enter.
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. By entering the competition Eligible Entrants agree that American Express may provide their personal information including name, phone number and address details to related companies and affiliates, for the purpose of awarding the prizes.

**THE PRIZE**

8. The total prize pool is valued at \$5,000 (RRP incl. GST).

**Details of the Prize:**

9. There is (1) Major Prize to be won during the Promotional Period. The Major Prize is:
  - a. Webjet Travel e-gift cards, valued at \$5,000 (incl. GST)
10. Prize conditions:
  - a. The prize is subject to the terms and conditions as imposed by the provider of the prize, including period of validity and expiry, or any booking or redemption time frames.
  - b. Once the prize has been dispatched, the Promoter is not liable for any damage (whether lost, stolen, forged or tampered with) or delay occurring in the transit of prize.
  - c. The prize is not transferrable to any other person and is not redeemable for cash or an alternative prize.
  - d. The relevant Travel partner will be responsible for the fulfilment of the relevant prize to the Winner.
  - e. Prize Terms for the winner of the Webjet Travel e-gift cards include:
    - i. Voucher conditions apply for the Webjet Travel e-gift card. Refer to <https://www.webjet.com.au/standalone/gift-card-terms/> for details.
    - ii. The winner will receive 3 Webjet Travel e-gift cards to the total value of \$5000 (incl GST)

**How to Enter**

11. To enter, American Express Card Members must, during the Promotional Period, redeem a minimum of 7,500 Membership Rewards points for “Travel” at :
  - a. Webjet Travel online at <https://www.webjet.com.au/>

12. "Travel" includes flights, hotels or holiday packages. Points that are redeemed for car hire are excluded from entry into this competition.
13. Once points are redeemed as mentioned above, Card Members will automatically go into the draw to win the Major Prize with the respective travel partner where the points were redeemed;
  - a) American Express Card Members that have redeemed their Membership Rewards points at Webjet Travel for flights, hotels or holiday packages during the Promotion Period will go in the draw to win a \$5,000 Webjet Travel Voucher.
14. A minimum of 7,500 Membership Reward Points must be redeemed at any one time, to go into the draw to win.
15. Each eligible redemption of 7,500 or more Membership Rewards points is deemed one entry.
16. There is no maximum number of entries over the Promotional Period.

## **Draw & Winner Notification**

17. The prize draw will take place as follows:
  - (a) Prize draw will take place at Engage Australia, Level 8, 56 Clarence Street, Sydney NSW 2000 on Friday, 3rd May 2019 at 2:00pm AEDT.
  - (b) Winner will be notified in writing via email within two (2) business days of the draw
  - (c) Winner of prize will have their details published in the Public Notices section of The Australian newspaper on Monday, 20th May 2019.
18. Only 1 prize is permitted per Eligible Entrant.
19. The prize must be claimed by 5th August 2019 at 5:00pm AEDT. Subject to verification requirements, prize will be delivered within twenty-eight (28) days of the prize being awarded to the address or email address provided by the entrant at the time of entry.
20. An unclaimed prize draw will take place at Engage Australia, Level 8, 56 Clarence Street, Sydney NSW 2000 on 6th August 2019 at 12:00pm AEDT to award the prize that remain unclaimed. The Unclaimed Prize Draw winner will be notified in writing within two (2) days of the draw and will have their details published in The Australian newspaper on 21st August 2019. Notification and delivery will occur as per above.
21. The Promoter takes no responsibility for an incorrect postal address being provided by the entrant. The Promoter is also not liable for any prize that has been lost, stolen, damaged or tampered with in any way after it has been dispatched.
22. The Promoter's decision is final, and no correspondence will be entered into.
23. Prize will be awarded to the Eligible Entrant named on the entry form.

## **General Conditions**

24. The prize is not transferable or exchangeable and cannot be taken as cash in part and/or in full. 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 entirely forfeited by the winner. No cash or other compensation will be awarded in lieu of that element of the prize.

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25. 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.
26. The Promoter reserves the right to request winners 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.
27. The Promoter, Engage Australia Pty Limited, and any agencies or companies associated with this Promotion, make no representation as to the safety conditions, political conditions, or other issues that may exist at any destination.
28. 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.
29. 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.
30. It is a condition of acceptance of the prize that the winning Eligible Entrant's American Express Card account must be current, not in default and in good standing during the Promotion Period and at the time of notification that they have won.
31. Unless expressly stated in these Conditions of Entry all other expenses that extend beyond the prize terms are the responsibility of the winner.
32. 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 any written regulatory direction or as required by law.
33. 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.
34. 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.
35. 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

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participation in the 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.

36. 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.
37. 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.
38. 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 suffered or sustained in connection with any prize/s except for any liability which cannot be excluded by law.
39. 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.
40. 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.
41. 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 regulatory direction or as required by law.
42. No responsibility is accepted for late, lost or misdirected entries.
43. Incomplete or indecipherable entries will be deemed invalid
44. All entries become the property of American Express. The winner 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**

45. To provide this competition, the Promoter needs to collect personal information about the 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 competition entry. The American Express Privacy Policy Statement sets out policies on management of personal information.

[https://www.americanexpress.com/au/content/privacy-statement.html?inav=au\\_legalfooter\\_privacy](https://www.americanexpress.com/au/content/privacy-statement.html?inav=au_legalfooter_privacy). The Eligible Entrant agrees that subject to the Privacy Act, 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) Disclose Eligible Entrants' personal information to State and Territory lottery departments (if required);
- (c) Publish winners' names as required under the relevant lottery legislation (if required); and
- (d) 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.

Authorised under Permit Number NSW: LTPS /19/31952; Permit Number ACT: TP 19/02689.