

**American Express® Australia Limited**  
**American Express Small Business Cards**  
**Win a Million a Month 2011 Promotion Terms and Conditions**

1. Information on how to enter this promotion forms part of these Terms and Conditions of entry. Entry into the promotion is deemed acceptance of these Terms and Conditions. Acceptance of a prize is deemed acceptance of these Terms and Conditions.
2. The Promoter is American Express Australia Limited (ABN 92 108 952 085) of Level 10, 12 Shelley Street, Sydney NSW 2000 (“Promoter”).
3. The Promotion commences at 12:01am (Sydney time) on 29/6/2011 and ends at 11:59pm (Sydney time) on 31/12/11 (“Promotion Period”) See table below for draw dates.
4. Subject to Clause 5 below, entry is only open to residents of Australia aged 18 years or over, who are NOT an existing American Express Small Business Card member at the start of this Promotion Period, and are employed by an organisation with either a valid ACN or ABN with an annual turnover of less than AUD 2,000,000 p.a. (‘Eligible Entrants’), excluding the persons identified in paragraph (5) OR businesses defined as a Trust. Eligible entrants must become a Green, Gold or Platinum Small Business Card member during the Promotion Period as stated in point 3.
5. Entry to this promotion is NOT open to persons who fall under the following categories:
  - a) Directors, management and employees (and their immediate families) of the Promoter, of any agencies associated with this promotion.
  - b) Existing American Express Business Cardmembers, as at the commencement of the Promotion Period.
  - c) Persons employed by an organisation with annual turnover more than AUD 2,000,000 per year.
  - d) Persons employed by an organisation that does not have a valid ACN/ABN.
6. Eligible entrants who enquire and successfully apply for a minimum of one (1) American Express Gold, Green or Platinum Business Card issued by American Express Limited during the promotion Period will automatically receive (1) entry into the draw. There is a limit of one entry per successful applicant.
7. The Promoter accepts no responsibility for:
  - a. any late, lost or misdirected entries; or
  - b. instances where Eligible Entrants are not automatically entered into the draw due to forces beyond the Promoter control.
8. The random prize draws will take place at eSUS Communication Pty Ltd, 30 Aberfeldy Close Charlestown NSW 2290 at 4pm (Sydney time) on the last business day of the month for the previous month as shown in table below. The winner will be notified by mail within 2 business days of the draw and their name and postcode will be published in The Australian newspaper on the dates as show in the table below.

<sup>1</sup> Any applications approved for a Green, Gold or Platinum Small Business card during these COMPETITION PERIODS will be drawn the following month as shown in the table below.

COMPETITION PERIODS <sup>1</sup>	DRAW DATES	Winner notified in The Australian Newspaper
29 June – 31 July 2011	31/8/11	9/9/11
1 – 31 August 2011	30/9/11	14/10/11
1 – 30 September 2011	31/10/11	11/11/11
1 – 31 October 2011	30/11/11	9/12/11
1 – 30 November 2011	30/12/11	13/01/12
1 – 31 December 2011	31/01/12	10/02/12

9. There are 6 (six) prizes of 1 (one) million Memberships Rewards™ points. The total prize is AUD \$11,000 for each winner based on the current Membership Rewards Points for Credit redemption rate. The first valid entry drawn each month will win 1 Million American Express Membership Rewards points, which will be credited to the winner's American Express Membership Rewards account within 28 days of that month's draw. If the winner chooses not to enrol in Membership Rewards the prize will be awarded as a cheque for AU\$11,000 that is made payable in the prize winner's name.

10. This prize must be taken as stated above. A prize cannot be transferred to any other person, unless agreed to by the Promoter.

11. Neither the Promoter, the agencies associated with this promotion or their respective related bodies corporate and their officers, employees or agents will not 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, the promotion of this promotion or the receipt or use of any prize, except for any liability which cannot be excluded by law.

12. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and to disqualify any entrant who submits an entry that is not in accordance with these Terms and Conditions of Entry, who is engaged in unlawful or other misconduct calculated to jeopardize the fair and proper conduct of the promotion or who tampers with the entry process. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.

13. If any act, omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these terms and conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law) to cancel, terminate or modify or suspend this promotion and to disqualify any individual who tampers with the entry process.

14. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on line 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 or downloading any materials in this promotion.

15. If any prize remains unclaimed the Promoter reserves the right to re-draw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. If any prize remains unclaimed on **31 May 2012**, Promoter may conduct an unclaimed prize draw at the same place and time as the original draw on the 1 June 2012. The prizewinner, if any will be notified by phone within 48 hours of the draw and by mail within 2 days of the draw date and their name and postcode will be published in The Australian on the **8 June 2012**.

16. In the event of war, terrorism, a state of emergency or a disaster, the Promoter reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the promotion.

17. Privacy Consent. To provide you with this promotion, the Promoter needs to collect personal information about each entrant. If an entrant does not provide the information requested, the Promoter may not be able to provide that entrant with entry into the promotion. In Australia, the American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to personal information about an entrant, to request a copy of the American Express Privacy Policy Statement or to enquire generally about privacy matters, write to the Promoter. Each entrant agrees that subject to the Privacy Act, American Express Australia Limited the Promoter or its agents may do the following:

- transfer personal information confidentially to the Promoter, their related bodies corporate or other organisations that provide services in relation to this promotion, including transferring personal information to Australia, the USA or other countries for processing;
- disclose Eligible Entrants' personal information to State and Territory lottery departments; publish prize winners' names as required under applicable law; and
- 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.

18. The Promoter's decision in relation to this promotion is final, and no correspondence shall be entered into.

19. Authorised under NSW Permit No.LTPS/11/05419; VIC Permit No. 11/1164; A.C.T. Permit No; TP 11/02316.1; S.A T11/1175 Permit No.

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