

**American Express® Australia Limited**  
**American Express Corporate Card & American Express Qantas Corporate Card**  
**Golf in Hawaii 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 or an acceptance of a prize deemed acceptance of these Terms and Conditions.
- 2) The Promoter is American Express Australia Limited (ABN 92 108 952 085) of Level 7, 12 Shelley Street, Sydney NSW 2000, Ph (02) 9271-1111. ("Promoter").
- 3) The promotion commences at 12:01am AEST on **24/03/2009** and ends at 11:59pm AEST on **05/10/2009** ("Promotion Period").
- 4) Subject to paragraph 5, entry is only open to residents of Australia aged 18 years or over who are either:
  - a) an American Express Corporate Card holder or an American Express Qantas Corporate Card holder issued by American Express Australia Limited during the Promotion Period (Existing Customers); OR
  - b) who are employed by an organisation, excluding Trustees or beneficiaries of a Trust with a valid ACN/ABN with an annual turnover of AUD2,000,000 p.a. or more (New Customers)

**(Collectively Eligible Entrants),**

- 5) Directors, management and employees (and their immediate families) of the Promoter, its agencies associated with this promotion, Qantas Airways Limited (ABN 16 009 661 901) ("Qantas") and their respective related bodies corporate, and registered travel companions of employees of Qantas and its related bodies corporate, are not eligible to enter this promotion.
- 6) To enter, **Eligible Entrants** who are Existing Customers in accordance with paragraph 4(a) must during the Promotion Period use their American Express Corporate Card or American Express Qantas Corporate Card to:
  - a) spend at least AUD100 on *Travel or Entertainment* purchases including; Air Travel, Hotel Accommodation, Restaurant Meals, General travel, Fuel, Taxis, Car Rental or Rail ('Eligible T&E Purchase'); OR
  - b) spend at least AUD250 spent on a *Company Purchase* including: Telecommunications, Government Charges, Professional Services, Office Supplies, Printing, Training, IT (Hardware and Software), Healthcare, Medical Services, Industrial Supplies, Couriers/Freight, Utilities and Other Business to Business.

Existing Customers will receive one entry into the draw for every \$100 worth of purchases made in accordance with clause 6 (a), one entry into the draw for every \$250 made in accordance with paragraph 6 (b) and one additional bonus entry into the draw when the Eligible T&E Purchase is made with Qantas.

Cash advances and Travellers Cheques transactions are not regarded as "purchases".

- 7) To enter, **Eligible Entrants** who are New Customers within the definition of paragraph 4 (b) must submit an enquiry to join the American Express Qantas Corporate Card program during the Promotion Period, by one of the following methods only:
  - a) Complete all mandatory fields on the American Express Qantas Corporate Card Enquiry Form on the direct mail piece received and fax to +612 9271 7070; or
  - b) Register online at [americanexpress.com.au/golfopen](http://americanexpress.com.au/golfopen); or

- c) Call 1300 729 483 to enquire via phone (standard cost of call 27.5c, mobile call charges may vary – contact your carrier for further information); or
  - d) If you receive an email or telephone call from an American Express Qantas Corporate Card Sales Representative about this promotion, by making an enquiry with them.
  - e) Refer a prospect to American Express through [americanexpress.com.au/referafriend](http://americanexpress.com.au/referafriend).
- 8) New Customers as outlined in 4b above will automatically receive one (1) entry into the draw once they have made an enquiry in accordance with clause 7 and the enquiry has been successfully received by the Promoter. There is a limit of 1 entry per New Customer.
- 9) The Promoter and Qantas accept 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 or Qantas' control.
- 10) The computerised random draw will take place at Next Digital ABN 99 125 893 272 ("Next Digital"), Level 4, 241 Castlereagh St Sydney NSW Australia 2000, in accordance with state permit authority regulations on **05/11/2009** at 4.00pm (AEST). The winner will be notified by telephone within 24 hours of the draw and will be notified in writing within 2 days of the draw. The winners' name will be published in The Australian on **12/11/2009**. The winner must book all prize travel no later than **27/11/2009**.

There is 1 (one) prize:

- a) The 1st valid entry drawn will win for 2 Adults:
    - Return economy class domestic airfares from the winner's closest Australian state capital city (if other than Sydney) to Sydney, Australia.
    - Return 'Business Class' airfares from Sydney, Australia to Honolulu, Hawaii with Qantas.
    - Six (6) days Hertz car hire (Group C) in Honolulu (pick-up and drop off at Honolulu airport).
    - Five (5) nights twin share accommodation in Sheraton Waikiki Hotel, Oahu (4.5 star, in an Escape Part Ocean View Room).
    - Four (4) day pass to the Sony Open Golf in Hawaii (**January 11 – 15, 2010**). Pass includes Sony Open and skybox daily admission, buffet food service and soft drink beverages in the skybox.
    - AUD\$1,000 spending money towards meals and activities while in Hawaii (winner only)
    - All mandatory taxes related to the travel specified in this clause.
  - b) All Travellers must be 18 years of age or over unless otherwise agreed with the Promoter and Qantas and must travel together on all prize travel. The total maximum prize value is AUD\$27,180.00, based on the regular retail value at the time of printing.
- 11) Prize travel is subject to availability at the time of booking and cannot be changed once booked. The winner and their travel companion will not accrue Qantas Frequent Flyer points on the prize travel or accommodation and cannot use Qantas Frequent Flyer points or cash to upgrade prize travel or accommodation. Travel is only permitted on flights operated by Qantas with a Qantas (QF) flight number and cannot be undertaken on codeshare flights or regional services operated by Qantas subsidiaries. All prize travel on Qantas operated flights will be subject to the Qantas General Conditions of Carriage. If there is any inconsistency between these terms and conditions and the Qantas General Conditions of Carriage, the Qantas General Conditions of Carriage will apply to the extent of the inconsistency. The winner and his or her travel companion must travel together on all flights.
- 12) The prize does not include travel insurance, passports, visas, meals, taxes not included in the cost of the ticket, ground transportation other than stated, or any other costs of a personal or ancillary

nature not stated in Clause 12 above. Compliance with any health or government requirements is the responsibility of each Traveller. It is a condition of accepting the major prize that all components of the major prize are taken during the trip. Components not taken during the trip will be deemed to be forfeited.

- 13) Each prize must be taken as stated and no compensation will be payable if the winner or a traveller 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 and Qantas.
- 14) The Promoter and Qantas accept no responsibility for any variation in the prize value. The Promoter and Qantas accept no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
- 15) 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 rights (subject to any applicable law) to cancel, terminate or modify or suspend this promotion.
- 16) The Promoter, Qantas, their related bodies corporate, and their respective officers, employees, contractors and agents will not be liable for any loss, damage or personal injury (including but not limited to direct, indirect or consequential loss) whatsoever which is suffered or sustained in connection with this promotion, the marketing of this promotion, or the receipt or use of any prize, except for any liability which cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 17) If a prize or any part of a prize cannot, in the opinion of the Promoter, be provided for any reason, then the Promoter reserves the right to provide an alternative travel prize or part of a prize (including to an alternative destination) to approximately the same value as that part of the prize being replaced.
- 18) The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these Terms and Conditions of Entry or forfeiting or not claiming a prize. Subject to any written direction given under applicable law, the Promoter may instruct Next Digital to conduct a redraw at the same place and time as the original draw on 01/12/09. The first valid entry drawn will win the prize. The prize winner will be notified by mail within 2 days of the draw and their name and postcode will be published in The Australian on the 03/12/09.
- 19) Privacy Consent. Entry details remain the property of the Promoter. 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 entry into the promotion. In Australia, the American Express Privacy Policy Statement sets out policies on management of personal information. To arrange access to your personal information, 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 and each Traveller agrees that subject to the Privacy Act, the Promoter or its agents may do the following:
  - transfer personal information confidentially to the Promoter or other organisations that provide services in relation to this promotion, including transferring personal information to Australia, USA or other countries for processing; and
  - 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.
- 20) 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.
- 21) The result of the draw and of any unclaimed prize draw(s) is final, and no correspondence shall be entered into.
- 22) Authorised under NSW Permit No. LTPS/09/01774, VIC Permit No. 09/706, A.C.T. Permit No. TP 09/00770, S.A. Permit No. T09/471.

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