

American Express Australia Limited Points – AMEX Insurance ‘Travel Insurance – Win 500,000 Membership Rewards points’
Terms and Conditions

1. Information on how to enter this promotion forms part of these Terms and Conditions. Entry into the promotion or 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 3, 12 Shelley Street, Sydney NSW 2000, Ph (02) 9271-1111. (“Promoter”).
3. The promotion commences at 12:01am AEDST on **24/11/2011** and ends at 11:59pm AEDST on **31/03/2012** (“Promotion Period”).
4. Subject to clause 5, entry is only open to residents of Australia aged 18 years or over who currently hold an American Express Card (includes Primary Account holders & Supplementary card holders) issued by American Express Australia Limited and are enrolled in one of the following Membership Rewards program options: *Choices, Ascent or Ascent Premium* (“Eligible Entrant”).
5. Directors, management and employees (and their immediate families) of the Promoter and agencies associated with this promotion and their respective related bodies corporate are not eligible to enter this promotion.
6. To enter, Eligible Entrants must during the Promotion Period,
 - (i) Call 1800 230 566 or visit www.americanexpress.com.au/travelinsurance; and
 - (ii) Purchase either Specified Luggage & Personal Effects Cover (Plan D), Rental Vehicle Excess Cover (Plan E), Snow Cover (Plan F), and/or Golf Cover (Plan G) as a stand alone policy or as an optional additional cover with Comprehensive Single Trip Cover (Plan A) or Annual Multi-trip Cover (Plans B & C) using an Eligible American Express Card issued by American Express Australia Limited. Policy must be beyond the 14 days cancellation period to be entered into the promotion. In the case of Annual Multi-trip policies, policy must be in force at time of prize draw.An Eligible Entrant will automatically receive one (1) entry into the draw once they have purchased and paid in full of one of the policies mentioned in clause 6
7. Multiple entries permitted, however only one (1) entry permitted per policy purchased.
8. If there is a dispute as to the identity of an Eligible Entrant, the entrant will be deemed to be the person in whose name the American Express account is held.
9. 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 Promoters control.
10. The computerised random major prize draw (“Major Prize Draw”) will take place at Anisimoff Legal, 210 Central Coast Highway, Suite 3 Erina Plaza NSW 2250 in accordance with state permit authority regulations on 30/4/2012 at 1:00pm AEST. The Winner (defined below) will be notified by telephone and in writing within two (2) business days of the draw and their name will be published in *The Australian* on 14/5/2012.
11. The first valid entry drawn (“Winner”) will win five hundred thousand (500,000) American Express Membership Reward points valued at AU\$5,000 (“Major Prize”),

that will be credited to the balance of the Eligible Entrant's current Membership Rewards account.

12. Membership Rewards enrolment is a mandatory requirement to enter the promotion and redeem the Major Prize. Annual membership fees apply, and enrolment is not automatic. Subject to the Terms and Conditions of the Membership Rewards program available at: www.membershiprewards.com.au/termsandconditions
13. The Major Prize will be credited to the Winner's Membership Rewards account within four (4) weeks of the Major Prize being claimed.
14. The total maximum prize pool for the promotion is valued at AU\$5,000 (GST inclusive) based on the points being awarded to the Membership Rewards program.
15. If the prize cannot be provided 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. The prize must be taken as stated and no compensation will be payable if a winner is unable to use the prize as stated. Prize is not exchangeable or redeemable for cash. A prize cannot be transferred to any other person or to another American Express Rewards Program unless agreed to by the Promoter.
17. There will be five (5) Eligible Entrants drawn at the same time and place as the Major Prize Draw, to be held as reserve winners for the Major Prize Draw. Reserve 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 the Major Prize. The Major Prize will be allocated to reserve winners in the order in which they were drawn. A reserve winner will not be entitled to receive the Major Prize, except pursuant to this clause.

The Promoter accepts no responsibility for any variation in the prize value. The Promoter accepts no responsibility for any tax implications that may arise from prize winnings. Independent financial advice should be sought.
18. If for any reason this promotion is not capable of running as planned for reasons including but not limited to infection by computer virus, bugs, tampering, unauthorised intervention, fraud, technical failures or any other causes beyond the reasonable control of the Promoter which corrupts or affect the administration security, fairness, integrity or proper conduct of this promotion, the Promoter reserves the right (subject to any directions given under relevant lottery legislation) to disqualify any individual who tampers with the entry process and to cancel, terminate, modify or suspend the promotion as appropriate.
19. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.
20. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.

21. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) use of the prize.
22. The Promoter reserves the right to redraw in the event of the Winner or all of the reserve winners are unable to satisfy these Terms and Conditions or forfeiting or not claiming a prize. Subject to any written direction given under applicable law, a redraw will be conducted at the same place and time as the original draw on 30/07/2012. The first valid entry drawn will win the prize. The prize winner will be notified by telephone and in writing within two (2) business days of the draw and their name will be published in *The Australian* on 13/08/2012.
23. The result of the draw and of the unclaimed prize draw, if required is final, and no correspondence shall be entered into.
24. 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 agrees that subject to the Privacy Act, the Promoter or its agents may do the following:
- transfer personal information confidentially to the Promoter, its related companies or other organisations that provide services in relation to this promotion, including transferring personal information to the USA or other countries for processing and servicing;
 - disclose Eligible Entrants' personal information to State and Territory lottery departments;
 - publish prize Winner's name as required under applicable law; and
 - use prize Winner's 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.
25. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an Eligible Entrant's identity, age and place of residence) and to disqualify any Eligible Entrant who is engaged in unlawful or other misconduct which jeopardises 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 a person are reserved.

Authorised under NSW Permit No. LTPS/11/10160 and ACT Permit No. TP11/4427