



## **#ShopSmallFave Competition - Terms and Conditions**

American Express Australia Promotion:

#ShopSmallFave Competition

### TERMS AND CONDITIONS

1. Information on how to enter and prizes form part of these Terms and Conditions. Registration and entry in this promotion is deemed acceptance of these Terms and Conditions.
2. The Promoter is American Express Australia Limited (ABN 92108 952 085) of 12 Shelley Street, Sydney NSW 2000 ("the Promoter").
3. Promotion commences at 12:00am AEDT Thursday 01 November 2018. Promotion closes at 11.59pm AEDT Wednesday 14 November 2018 ("Promotion Period"). Entries received outside the promotion period will not be accepted.

### Conditions of entry

4. To be eligible to enter and win, entrants must be a resident of Australia and over the age of 18 years. ("Eligible Entrants").
5. Contractors, full-time and part-time employees of American Express Australia Limited and American Express International -Inc. and any other agencies associated with this promotion, and their immediate families (including spouse, de facto partner, child, parent, grandparent, grandchild, and sibling) are ineligible to enter.

### The prize

6. There are four (4) Helloworld travel vouchers in total worth \$5,000 each to be awarded to four winners at the close of the competition. Two (2) "Eligible Entrants" and their nominated small business will win a \$5,000 Helloworld voucher each. Defaced, mutilated, altered, lost or stolen prizes will not be replaced or refunded. Prizes are not exchangeable and cannot be transferred to any other person.
7. Total prize pool value is \$20,000 (including GST)
8. To enter the competition Eligible Entrants must:
  - a) Nominate their favourite Australian small business (a business with less than 20 employees) by sharing a photo or video related to the small business, plus a caption, via Instagram and using #ShopSmallAU, #ShopSmallFave and @americanexpress
  - b) Entrants must have permission to capture images and share on personal social channels.
  - c) Entrants must clearly communicate in 75 words or less why this small business is their favourite
  - d) Ensure Instagram profiles are set to public.



("Eligible Entry")

9. Only one Eligible Entry will be accepted from an Eligible Entrant.
10. Eligible Entrants will only be eligible to win one prize during the Promotional Period.

Judging criteria

11. The judging criteria for all Eligible Entries submitted are as follows:

- a) Must nominate a small business in Australia which has less than 20 employees
- b) Must be shared on a public Instagram channel
- c) Entries must use the hashtags #ShopSmallAU and #ShopSmallFave and tag @americanexpress
- d) Entries must clearly communicate in 75 words or less why this small business is their favourite
- e) The response must be appropriate to share with people of all ages & walks of life; and
- f) The creativity, authenticity and quality of the entry

12. The competition will be judged by the judging panel provided by the Promoter following the competition close date on Thursday 15 November 2018 at 12 Shelley St, Sydney NSW 2000. Judging will occur at the following times: Monday 19 November 2018, 5:00pm

13. The winning entries will be the ones that the judges deem to have best satisfied all components of the judging criteria stipulated in clause 11. The judge's decision is final and no correspondence will be entered into.

14. This is a game of skill and chance plays no part in determining the winner. Each entry will be individually judge based on all components of the judging criteria stipulated in clause 11.

15. The prize winners will be contacted via the American Express Instagram channel by 6.00pm AEDT on Wednesday 21 November 2018.

16. The prize winners will be notified within 4 business days of judging, by a comment or reply posted through the American Express Instagram account. Prize winners will need to send an email to [informationANZ@aexp.com](mailto:informationANZ@aexp.com), within 96 hours of receiving this notification and share their email address, postal address, phone number and full name, as well as the business name and postal address of their nominated small business. The winner will receive a follow up email to confirm eligibility.

17. Should the prize winner fail to respond to the email within 96 hours of receiving their winning notification, they will forfeit their prize and a runner-up will be rewarded.

18. The winner will receive their prize by registered post or email to their nominated address within 20 business days of claiming their prize.



19. A prize-winner may be requested to provide a hi-res version of their winning photo or video entry, if available, to be featured in a sponsored American Express social media, email or website.
20. 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 forfeited by the winner and cash will not be awarded in lieu of that element of the prize.
21. The final prizewinner's names will be published on the American Express Australia Facebook page
22. Prize winners are advised that Tax implications may arise from their prize winnings and they should seek independent financial advice prior to the acceptance of the prize.
23. 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 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.
24. 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 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.
25. 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 down-loading any materials in this competition.
26. 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.
27. The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize. 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.
28. 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.



29. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). The Promoter accepts no responsibility for change in prize value between now and the ultimate prize redemption date.

30. 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.

31. 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.

32. In the case of the intervention of any outside act, agent or event which prevents or significantly hinders the Promoter's ability to proceed with the competition on the dates and in the manner described in these terms and conditions, including but not limited to vandalism, power failures, tempests, natural disasters, acts of God, civil unrest, strike, war, act of terrorism, the Promoter may in its absolute discretion cancel the competition and recommence it from the start on the same conditions, subject to any written directions given under State Regulation.

33. Entry and continued participation in the Promotion is dependent on Eligible Entrants following and acting in accordance with the Instagram Terms of Service, which can be viewed at <https://help.instagram.com/478745558852511>.

34. This promotion is in no way sponsored, endorsed or administered by, or associated with, Instagram. Eligible Entrants understand that they are providing their information to the Promoter and not to Instagram. Entries provided will only be used for the purposes outlined in this Terms and Conditions document. Any questions, comments or complaints about this promotion must be directed to the Promoter and not to Instagram.

35. 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.

36. 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.

37. The Promoter 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 reserve the right to take any action that may be available.

38. 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.

39. By entering the promotion, unless otherwise advised, each Eligible Entrant also agrees that the Promoter may use this information, in any media for future promotional, marketing and publicity purposes without any further reference, payment or other compensation to the Eligible Entrant.

40. By entering this competition, unless otherwise advised, each Eligible Entrant also agrees to the promoter showcasing their entries (photo, video, text or any combination thereof) on the American Express website or social media channels, without any payment or other compensation to the Eligible Entrant.

41. No responsibility is accepted for late, lost or misdirected entries.

42. Incomplete or indecipherable entries will be deemed invalid.

43. 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. To arrange access to personal information about Eligible Entrant, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to the Promoter. The Eligible 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

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 Australia Limited to not do so).