

GENERAL TERMS

The Offer is governed by and subject to these Offer Terms. The *Offer Description* forms part of these Offer Terms. By saving the Offer to your Card, you agree to these Offer Terms.

The Offer Terms also include our [Online Privacy Statement](#).

The Offer is provided by American Express Australia Limited (ABN 92 108 952 085 Australian Credit Licence No. 291313) of 12 Shelley Street, Sydney NSW 2000 (“American Express/We/Us”).

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A. The Offer

Full details of the Offer appear in the *Offer Description* which can be accessed by going to the ‘Offers’ section of your American Express App or within your Online Account Services and clicking on the Offer Terms.

If you hold an American Express Card as defined below in Section B, you can register for an offer by saving the offer to your Card. If you hold a Bank Issued American Express Card as defined in Section B below or Supplementary American Express Card, you must register for the offer by visiting amexconnect.com.au

Once you have registered for an Offer you can continue to access the Offer Description and Offer Terms until the end of the Offer Period. You need to comply with the Offer Terms in full in order to benefit from the Offer.

Some offers may only be available to the holders of a Card issued by American Express Australia Limited.

Only Australian residents over the age of 18 may register for this Offer

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B. Eligible Cards

American Express Cards issued by American Express Australia Limited (“American Express Card”) or by the following licensed network partners (“Bank Issued American Express Cards”) are *Eligible Cards*:

- National Australia Bank Limited;
- Westpac Banking Corporation;
- Australia and New Zealand Banking Group Limited (ANZ);
- Commonwealth Bank of Australia;

If a replacement Card with a new Card number is issued during the Offer Period by American Express Australia Limited or the above licensed network partners, this will be deemed as a new Card and a separate registration will be required in respect of that Card.

The following are not *Eligible Cards*: Business Cards that are affiliated with a wholesaler partners, American Express Business Travel Accounts, Government Cards, Corporate Purchasing Cards, Corporate Meeting Cards, Corporate Cards and David Jones Storecard.

Supplementary American Express Cards or any other American Express Cards you hold qualify as an *Eligible Card* only if registered for the Offer separately. Where the Primary and Supplementary Card number is identical only one registration can be made per account.

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C. Eligible Transactions

Only valid transactions made on your registered Card during the Offer period after the date you register your Card are considered *Eligible transactions* for the purposes of the Offer.

Transactions on a supplementary card tied to the registered Card account or on any other American Express card you hold will not count towards your eligible spend. Where the Primary and Supplementary Card Number is identical, transaction on either card will count towards eligible spend and credit will be posted to the Primary Card Account once the spend criteria is met.

The following transactions are not considered eligible spend for the purposes of the Offer:

- (i). Purchasing a merchant's goods through a third party. For example through a department store and/or concession store (e.g. David Jones or Myer), online aggregator (e.g. PayPal) or retailer
- (ii). returned items; and
- (iii). transactions which are subsequently cancelled or refunded.
- (iv). Purchasing (online/in-store) gift cards from a merchant

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D. Statement Credit

Statement credits will be credited to your *Registered Card* account and are not redeemable for cash or other payment form. Credits may take up to 8 weeks to issue but generally, they should be credited within 5 business days upon confirmation by the merchant of the *Eligible Transaction*. American Express may be unable to apply the statement credit to your Card Account if it has been suspended or cancelled prior to the statement credit being issued. Statement credit may be reversed if qualifying purchase is returned or cancelled.

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E. Privacy and Security

Any information collected by us in connection with the Offer shall be handled by American Express strictly in accordance with the American Express Online Privacy Statement, available at <http://www.americanexpress.com/au/content/privacy-statement.html>.

We use your personal information such as name, account number and transaction information to save the Offer to your Saved Card and manage your participation in the Offer. We will share your information with other American Express companies and our service providers. This includes transferring personal information outside of Australia to the USA, Canada or other countries for data processing and servicing. However, we will ensure that your personal information is afforded the same level of protection as would apply under Australian laws at all times.

The American Express Online Privacy Statement also includes our [Privacy Policy Statement](#) which sets out our policies in relation to the management of personal information. In accordance with our Privacy obligations, we will ensure that your personal information is adequately protected. To arrange access to your personal information, request a copy of the American Express Privacy Policy Statement or enquire generally about privacy matters, write to American Express.

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F. Availability/Interruption

From time to time, you may not be able to save an Offer to your Card for reasons such as performance degradation, service interruption and problems with your internet connection or device. We do not accept any liability if you cannot save an Offer to your Card or if access to the Offer pages is unavailable, interrupted or suspended for any reason. If you cannot save an Offer to your Card or access the Offer pages, your only remedy is to try and access it again later.

Merchants may not always be able to process your transaction in a way that ensures it will be eligible for an Offer (for example, when their payment systems are down and they cannot process the transaction electronically). We do not accept any liability if a merchant cannot process your transactions in a particular way at any time.

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G. Fraud/Gaming/Glitches

American Express reserves the right to suspend or cancel the *Offer* or other sales transaction if any fraud, gaming by users, technical failures or similar factors outside our control impair the integrity or proper functioning of the *Offer* or the enrolment process which results, or is reasonably likely to result, in any unforeseen or unpredicted loss or damage to American Express.

We will try to give you reasonable notice of any such incident and take reasonable steps to ensure you are not unfairly impacted if the incident is due to something we have done or failed to do. Please let us know if you suspect any fraudulent or abusive activity at any time.

American Express reserves the right, at its sole discretion, to disqualify any individual suspected of tampering with or gaming any aspect of the *Offer* or the Offer pages or any other current or prior program made available by American Express.

Caution: Any attempt by a user or any other individual to deliberately damage any website or undermine the legitimate operation of the *Offer* or a sale is a violation of criminal and civil laws and should such an attempt be made, American Express reserves the right to seek damages and costs from any such person to the fullest extent permitted by law.

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H. Your Card Member Agreement

These Offer Terms do not amend or replace your Card Member agreement with American Express. If you have any questions or concerns about your card account, including its status, you should call the number provided on the back of your card or use the online customer support available at your card issuer's website.

You must continue to make payments in accordance with your card agreement. If you don't, then your participation in the Offer may be cancelled. You are responsible to pay amounts due as provided in the terms of your Card Member agreement including all interest, charges and fees. These will accrue on the total amount of all transactions on your connected card irrespective of any statement credit or discounts.

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I. Changes

American Express reserves the right to vary any eligibility criteria or Offer Terms prior to you saving the Offer to your Card.

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