

# THE RED THREAD SHOP SMALL WALK PROMOTION TERMS AND CONDITIONS

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Information on how to enter and prizes form part of these Terms and Conditions. Participation in the American Express Shop Small Walk promotion ("Promotion") with Lisa Tilse (the red thread) is deemed acceptance of these Terms and Conditions. All times referenced throughout these terms and conditions are based on Sydney local time.

## 1. Conditions of entry

- a) Entry into this Promotion is open to residents of Australia who are aged 18 years or over at the time of entry. Employees and immediate family members of American Express Australia and Lisa Tilse are not eligible to enter this Promotion.

## 2. Start and finish dates

- a) Entry into this Promotion commences at 2.00pm (AEDT) 17 November 2014 and closes at 5.00pm (AEDT) on 24 November 2014 ('Entry Period').

## 3. How to enter

- a) To enter, the individual must, during Entry Period, undertake the following steps:
  - i. Visit the red thread blog at [theredthreadblog.com](http://theredthreadblog.com)
  - ii. Read the post about Shop Small and view Lisa Tilse's Shop Small Walk Map
  - iii. Follow Lisa Tilse's instructions on how to enter the Promotion
  - iv. Leave a comment within 250 words or less
- b) All entrants must be submitted in accordance with these Terms and Conditions. Entries must be received by Lisa Tilse during the Entry Period. No responsibility is accepted for entries that are late, lost, misdirected or not received by Lisa Tilse during the Entry Period.

## 4. Prizes and prize conditions

- a) The Promotion includes three prizes with a total combined maximum value of \$500.00 AUD.
- b) If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification.
- c) All prizes are not transferrable or exchangeable and are not redeemable for cash.

## 5. Selection of prize-winners

- a) Three people, judged by Lisa Tilse, will be the prize winners of this promotion.
- v. The selection of winners will be judged on the following criteria:
  - a. Eligibility of entry based on adherence to the criteria in clause 3 (How to enter)
  - b. The creativity of the entry according to Lisa Tilse
- b) This is a game of skill and chance plays no part in determining the winners. Lisa Tilse will determine the winners on or before 27 November (AEDT) 2014. Lisa Tilse' decision regarding the prize winners is final, and no correspondence will be entered into regarding the outcome.

## 6. Notification of prize winners and distribution of prizes

- a) Selection of the prize winners will be based on the criteria outlined in the previous section "Selection of Grand Prize Winners."
- b) All winners will be announced in a blog post on The Red Thread Blog on or between 25 November 2014 and 01 December 2014.
- c) If a prize winner selected by Lisa Tilse is ineligible to receive a prize, forfeits the prize, or cannot be contacted by Lisa Tilse within a reasonable period of time, Lisa Tilse may select a new prize winner in its discretion, subject to any written directions issued by any regulatory authority.
- d) The prize winners names may also be published on the American Express Australia Facebook Page or Twitter account.

## **7. Applicable law**

- a) These Conditions are governed by the laws of New South Wales, Australia and entrants submit to the exclusive jurisdiction of the New South Wales courts in relation to any disputes arising under these Conditions.

## **8. Promoter**

- a) The Promoter is American Express Australia (ABN 92 108 952 085) of 12 Shelley Street, Sydney NSW 2000 ("the Promoter"). Please direct any questions about this Competition to the Promoter and not The Red Thread.

## **9. General Conditions**

- a) 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.
- b) The Promoter's decision is final and the Promoter will not enter into correspondence regarding the Competition result.
- c) 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.
- d) 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.
- e) 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.
- f) Unless expressly stated in these terms and conditions all other expenses become the responsibility of the winner. This includes, but is not limited to, meals, taxes, insurances,

transport to and from departure point, transfers to and from the venue, items of a personal nature, in-room charges and all other ancillary costs are not included.

- g) 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.
- h) The Promoter reserves the right to refuse to allow a winner to take part in any or all aspects of the prize, if the Promoter determines, in their absolute discretion, that a winner is not in the mental or physical condition necessary to be able to safely participate in 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.
- i) 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.
- j) In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's name, image and/or voice, as recorded, photographed or filmed during the winner's participation in the prize to appear in connection with The Promoter or the advertising or marketing thereof, in any media whatsoever throughout the world and the winner will not be entitled to any fee for such use.
- k) 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. 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.
- l) 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.
- m) 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.
- n) 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.
- o) 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.
- p) 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.
- q) 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.

- r) The Promoter reserves the right in its sole discretion to disqualify any individual who the Promoter has reason to believe has breached any of these conditions, or engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- s) 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 reserves the right to take any action that may be available.
- t) 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.
- u) 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, including sending the Eligible Entrant electronic messages. To opt out, email [infomationANZ@aexp.com](mailto:infomationANZ@aexp.com)
- v) In the event of war, terrorism, state of emergency or disaster the Promoter reserves the right (subject to any written directions under applicable law) to cancel, terminate, modify or suspend the promotion.
- w) No responsibility is accepted for late, lost or misdirected entries.
- x) Incomplete or indecipherable entries will be deemed invalid

## **10. Privacy Consent**

- a) 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:
  - b) 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 and servicing;
  - c) Disclose Eligible Entrants' personal information to State and Territory lottery departments (if required);
  - d) Publish winners' names as required under the relevant lottery legislation (if required); and
  - e) use the winner's personal information in any media for publicity purposes associated with the competition without any further payment or other compensation, unless the winner otherwise notifies the Promoter at time of accepting the prize.

