

**American Express New Zealand Card Member Promotion:
World of WearableArt™ Awards Show - Behind the Scenes VIP Tour**

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 International (NZ), Inc. of 600 Great South Road, Ellerslie, Auckland 1051 (“the Promoter”)
3. Promotion commences at 6.00am NZST Tuesday, 15 March 2016 and entries close at 5.00pm NZST Sunday, 4 September 2016 (“Promotion Period”). Entries received outside the Promotion Period for the relevant concert will not be accepted.

Conditions of Entry

4. To be eligible to enter and win, entrants must be over the age of 18 years and be:
 - a) The primary holder of an eligible New Zealand Dollar American Express Card issued by American Express International (NZ), Inc. (or License Network Partners detailed in clause 5) and whose account(s) are in good standing. (“**Eligible Entrants**”).
5. Card holders of “Licensed Network Partners” of American Express International (NZ), Inc. are also eligible:
 - i. – Bank of New Zealand
6. Employees of American Express International (NZ), Inc. and any other agencies associated with this promotion, and their immediate families, are ineligible to enter.

The Prize

7. An Eligible Entrant will be eligible to win the one (1) prize on offer. There will be a total of one (1) winner plus their guest.
8. The Prize will consist of one (1) Behind the Scene VIP tour including:
 - a) One (1) Behind the scenes VIP tour for two (2) people on the night of their choice (excluding the Awards Show night).
 - b) A tour of the greenroom where performers warm up / have their makeup and hair done.
 - c) A walk through the backstage looking at dressing rooms (and WOW garments up close)
 - d) Learn how the show is organised behind the scenes (and under the stage), and see how our cast and crew of over 400 bring the magic to the stage.
 - e) The tour takes 45mins to 1 hour.
 - f) After the tour relax in the media room before the show starts.

9. There will be a maximum total of one (1) prize.
10. The total value of this prize cannot be estimated as it is a money can't buy experience.
11. Travel and accommodation is not included as part of this prize.

Prize Exclusion

12. The behind the scenes VIP tour is not available on the Awards show night on Friday, 23 September 2016.

How to Enter

13. To be eligible to enter, Eligible Entrants must purchase tickets with an eligible American Express Card for the World of WearableArt Awards Show 2015 ("**Eligible Transaction**") during the Promotional Period.
14. An Eligible Entrant may only receive one (1) entry per Eligible Transaction.
15. By engaging in an Eligible Transaction, Eligible Entrants agree to these terms and conditions and to being contacted by the Promoter in conjunction with this competition.

Draw & Winner Notification

16. The computer generated random prize draw will take place at 12pm NZST Monday 12 September at World of WearableArt, 95 Quarantine Road, Nelson 7011.
17. The Prize winner will be notified by email within two (2) days of the draw
18. Prizes will be awarded to the Primary Card Member as listed on the winning eligible American Express Card account.
19. The Behind the Scenes VIP tour will awarded to the Primary Card Member for the show they have purchased tickets for (excluding the Awards show night as outlined in section 12).
20. Subject to any direction under relevant legislation, an unclaimed prize draw will take place at World of WearableArt, 95 Quarantine Road, Nelson 7011, at 12pm NZST Tuesday, 20 September 2016. The winner of the unclaimed prize draw will be notified by email within' one (1) days of the draw.
21. The Promoter's decision is final and no correspondence will be entered into.

General Conditions

22. 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.

23. 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.
24. 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. 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.
25. 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.
26. 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.
27. It is a condition of acceptance of the prize that the winning Eligible Entrant's American Express Card account must be current (during the Promotion Period and at the time of notification that they have won) and the winning Eligible Entrant must not be in default under their American Express Card contract.
28. 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 the Event venue, items of a personal nature and all other ancillary costs are not included.
29. 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 any written directions given under Regulation.
30. 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.
31. 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.

32. In consideration for the Promoter awarding the prize to the winner, the winner hereby permits the winner's 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.
33. Prize values are based upon the recommended retail prices at the time of printing (inclusive of GST). As the prize cannot be bought elsewhere by the general public and does not have a recommended retail price it is classified as a Money Can't Buy Experience.
34. 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.
35. 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.
36. 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.
37. The Promoter is not responsible for any incorrect or inaccurate information, either caused by the website 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.
38. 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.
39. 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.
40. 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 Regulation.

41. If required, Eligible Entrants' personal information may be disclosed to lottery departments and winners' names published as required under the relevant lottery legislation. A request to access, update or correct any information should be directed to the Promoter.
42. No responsibility is accepted for late, lost or misdirected entries.
43. Incomplete or indecipherable entries will be deemed invalid
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 to not do so).

Privacy Consent

45. 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 and servicing;
 - Disclose Eligible Entrants' personal information to State and Territory lottery departments (if required);
 - Publish winners' names as required under the relevant lottery legislation (if required); and
 - 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.