

Visa Beijing 2008 Promotion
Conditions of Entry (FINAL – 06.03.08)

Information on how to enter the Promotion forms part of these Conditions of Entry. Entries not made in accordance with these Conditions of Entry will be disqualified.

Section 1: General Information

1. Promoter: Visa International Service Association (ABN 70 007 507 511) of Level 42, AMP Centre, 50 Bridge Street, Sydney, NSW 2000 Australia.
2. Co-ordinator: Pinpoint Pty Ltd (ABN 49 002 693 656), 100 – 104 Reynolds Street, Balmain NSW 2041.
3. Visa Deposit or Credit Account: For the purposes of the Promotion, “Visa Deposit or Credit Account” is the account linked to the customer’s Visa Credit or Debit Card issued by a Participating Issuer.
4. Participating Issuers means the following Visa card-issuing banks and financial institutions that have agreed to participate in this Promotion:

Adelaide Bank, Australia and New Zealand Banking Group (“ANZ”), Bananacoast Community Credit Union Ltd, Bank of Queensland (Citigroup Pty Ltd ABN 88 004 325 080 (Citigroup) is the credit provider and issuer of Bank of Queensland Credit Cards (Credit Cards). Bank of Queensland Limited ABN 32 009 656 740 (Bank) distributes the Credit Cards under an agreement with Citigroup. The Bank does not and will not guarantee or otherwise support Citigroup’s obligations under the contracts or agreements connected with the Credit Cards. The words “we”, “us” or “our” will generally read as a reference to Citigroup, but if the context requires these words to refer to the Bank, they will refer to the Bank undertaking relevant actions or making relevant decisions for or on behalf of Citigroup.), Bendigo Bank, Citibank, Coastline Credit Union Ltd, Commonwealth Bank of Australia, GE Capital Finance Australia, Greater Building Society, Heritage Building Society, HSBC Bank Australia Limited, Hume Building Society, Hunter Mutual Ltd, IMB Banking & Financial Services, Landmark Operations Ltd, Macquarie Bank, Maitland Mutual Building Society Ltd, Maleny Credit Union, National Australia Bank Limited, Newcastle Permanent Building Society, Police Credit, Qantas Staff Credit Union, Queensland Police Credit Union, SGE Credit Union, St George Bank, Suncorp-Metway Ltd, Wagga Mutual Credit Union, Westpac Banking Corporation, Cuscal Limited, AFG Securities Pty Ltd, Alliance One Credit Union Limited, AMP Employees’ & Agents’ Credit Union Limited, Austral Credit Union Limited, Australian Central Credit Union Ltd, Australian Defence Credit Union Limited, AWA Credit Union Limited, Bank Of Cyprus, Bankstown City Credit Union Ltd, Beat Home Loans, Berrima District Credit Union Ltd, Big Sky Credit Union Ltd, Blue Mountains Community, Broken Hill Credit Union, C.A.P.E Credit Union Ltd, Calare Credit Union Ltd, Capital Credit Union Ltd, Central Murray Credit Union Limited, Central West Credit Union Limited, Circle Credit Co-Operative Limited, Collins Securities, Columbus Capital, Community Alliance Credit Union Limited, Community CPS Australia Limited, Community First Credit Union Limited, Companion Credit Union Limited, Comtax Credit Union Limited, Country First Credit Union, Credit Union Australia Ltd, Credit Union Incitec Pivot, CSR and Rinker Employees Credit Union Limited, Defence Force Credit Union Limited, Electricity Credit Union Ltd, Encompass Credit Union Limited, Ericsson Credit Union, Esso Employees’ Credit Union Ltd, Family First Credit Union Limited, Fire Brigades Employees’ Credit Union Limited, Fire Service Credit Union, Firefighters & Affiliates Credit Co-Operative Ltd, First Option Credit Union Limited, Fitzroy & Carlton Co Op, Ford Co Op Credit Society, Goldfields Credit Union, Gosford City Credit Union, Goulburn Murray Credit Union Co-Operative Limited, H.M.C. Staff Credit Union Ltd, Heritage Isle Credit Union Ltd, Holiday Coast Credit Union Ltd, Home Building Society, Horizon Credit Union Ltd, Hoverla-

Ukrainian C U, Industries Mutual Credit Union Limited, Intech Credit Union Ltd, Interstar Wholesale, Karpaty Ukrainian C U, La Trobe Country Credit Co-Operative Limited, Laboratories Credit Union Limited, Laiki Bank, Lombard Finance, Lysaght Credit Union, MacArthur Credit Union Ltd, Macaulay Credit CO-OP Ltd, Macquarie Credit Union Limited, Manly Warringah Credit Union Limited, Maritime Workers of Australia Credit Union Ltd, Maroondah Credit Union Ltd, Mecu Limited, Melbourne University CU, Memberfirst Credit Union Limited, MyState Financial, New England Credit Union Ltd, Northern Inland Credit Union Limited, NSW Teachers Credit Union Ltd, Orana Credit Union Ltd, Orange Credit Union, Pioneer Mortgage Services, Plenty Community Credit Union, Police & Nurses Credit Society Limited, Police Credit Union Limited, Power Credit Union Limited, Powerstate Credit Union Ltd, Prime Mortgage Group, Pulse Credit Union, Queensland Teachers' Credit Union Limited, Queenslanders Credit Union Limited, R.T.A. Staff Credit Union Limited, Railways Credit Union Limited, RegionalOne Credit Union Limited, Reliance Credit Union Ltd, Resources Credit Union Limited, Satisfac Direct Credit Union Limited, Savings and Loans Credit Union (S.A.) Limited, Security Credit Union Limited, Select Credit Union Limited, Service One Credit Union Ltd, SGE Credit Union Limited, Shell Employees C U Ltd, South West Credit Union, South West Slopes C U, Southern Cross Credit Union Ltd, SSC Employees Credit Union, St Marys Swan Hill C U, Sutherland Credit Union Ltd, Sydney Credit Union Ltd, Tartan Credit Union Ltd, The Police Department Employees' Credit Union Ltd, The Summerland Credit Union Limited, The TAFE and Community Credit Union Ltd, Uni Credit Union Ltd, Unicredit WA, United Credit Union Limited, WAW Credit Union Co-Operative Limited, Woolworths/Safeway Employees Credit Co-Op Limited and Wyong Council CU Ltd.

5. Promotion Period: The Promotion will commence at 12.01am on 1 April 2008 and will close at 11:59pm on 30 May 2008. All times recorded throughout these Conditions of Entry are stipulated in Australian Eastern Standard Time.
6. Qualifying Transaction: means (a) any purchase transaction made in Australia and overseas using a Visa Credit Card which is debited to a Visa Credit Account in Australia; OR (b) any purchase transaction made using a Visa Debit Card by pressing the 'credit' button at the merchant payment terminal in Australia and debited to a Visa Deposit or Credit Account in Australia; OR (c) any purchase transaction made overseas using a Visa Debit Card which is debited to a Visa Deposit or Credit Account in Australia.

The following transactions are not Qualifying Transactions: (i) a transaction which has been reversed or cancelled within seven (7) days of being posted to your Visa account; (ii) a transaction processed by the Visa Cards Issuer as a deposit, cash advance, account charge, government fee, interest charge, purchase of cash substitute or BPAY transaction; and (iii) ATM transactions.

7. Visa Credit Card: means any Visa consumer and/or business card issued by a Visa Card Issuer to individual cardholders, but does not include Visa cards which are purchasing or corporate cards.
8. Visa Debit Card: means a card which a cardholder can use to access a Visa Deposit or Credit Account by pressing the 'credit' button within Australia.

Section 2: Eligibility

9. Eligibility: To be eligible to enter the Promotion, you must:
 - (a) Be above 18 years of age;
 - (b) Be a natural person and not a company or other corporate entity;
 - (c) Have a residential or principal address in Australia excluding Norfolk Island, Christmas Island and the Cocos (Keeling) Islands;

(d) Be an individual holding a Visa Credit, Business Card or Debit Card.

10. Non-Eligibility: Notwithstanding Clause 9 above, you are not eligible to enter the Promotion if:

(a) You are a Visa Credit Cardholder who has a Visa account(s) which is/are more than thirty (30) days in arrears (i.e. payment of the minimum monthly payment due on the Visa account is more than 30 days overdue) or having an overdrawn balance as at the date of the Draw or within five (5) business days thereafter;

(b) You are an officer or employee, or an immediate family member of an officer or employee of any of the following:

- (i) the Promoter;
- (ii) the Co-ordinator;
- (iii) Clemenger BBDO Pty Ltd;
- (iv) Clemenger Proximity;
- (v) OMD;
- (vi) Porter Novelli; or
- (vii) Participating Issuers.

(c) Your Visa Credit, Business Card or Debit Card used is cancelled or suspended at the time of the draw.

Section 3: Promotion Mechanics

11. Promotion: The Promotion comprises of two (2) prize draws ("**Prize Draws**").

12. Promotion Entry: Subject to you being an eligible person as described in Section 2, you may enter the Promotion via the following method:

Entry Method: To enter the Promotion you must make a Qualifying Transaction (no minimum spend required) during the Promotion Period. Each Qualifying Transaction automatically qualifies you for one (1) entry into the Prize Draw for the day on which the Qualifying Transaction was made.

13. Draw Details: Prize Draw 1 will be conducted at Pinpoint Pty Limited, 100-104 Reynolds Street, Balmain NSW 2041 on the 12th May 2008 at 12 noon by a representative of the Promoter. Prize Draw 1 will be for Qualifying Transactions made during the period between 1 to 30 April 2008.

Prize Draw 2 will be conducted at Pinpoint Pty Limited, 100-104 Reynolds Street, Balmain NSW 2041 on the 11th June 2008 at 12 noon by a representative of the Promoter. Prize Draw 2 will be for Qualifying Transactions made during the period between 1 to 30 May 2008.

Thirty (30) winners will be selected at each draw, being one (1) winner for each day of the Promotional Period.

Section 4: Determination of Prize Winners and details of Prize

14. Number of Prizes: There are sixty (60) x Prizes to be awarded in this Promotion. One (1) x Prize will be awarded for each day of the promotion to the primary cardholder ("**Prize Winner**") of the first valid entry drawn in the Prize Draw for that day. A further five (5) Qualifying Visa Cardholders will be drawn for each Prize and recorded in the order they were drawn for use if necessary as backup Prize winners, pursuant to Clause 21. Backup Prize winners do not win any Prize, except pursuant to Clause 21.

15. Prizes: Each Prize is a trip for two (2) persons to Beijing, China, to attend selected events of the 2008 Olympic Games valued at up to AUD\$25,000 (depending on point of departure). The prize includes:

- (a) return economy airfares from the Prize Winner's nearest Australian capital city;
- (b) three (3) nights twin share hotel accommodation at Jiu Hua Spa & Resort (four (4) star) in Beijing;
- (c) breakfast, lunch and dinner for two (2) people will be provided on all days (limited meals on departure/arrival days);
- (d) all transport for two (2) people within Beijing;
- (e) Sightseeing tours for two (2) to the Great Wall of China and the Forbidden City; and
- (f) Two (2) x reserved seating tickets to attend two (2) selected Olympic Games events. Games events to be determined by the Promoter in its absolute discretion and will depend on availability.

All ancillary costs associated with utilising the Prize (including but not limited to insurance, additional meals, passports, visas, transfers and transport to and from the departure point, items of a personal nature, in-room charges and all other ancillary costs) shall be the sole responsibility of the Winner. The Prize must be redeemed in accordance with these Conditions of Entry. Individual components of the Prize are subject to the terms and conditions of the Prize component providers (including without limitation, the relevant airline companies, venue operators and travel agents). Frequent flyer points will not form part of the prize. Prize Winner may be required to present credit card at time of accommodation check in.

The Promoter is not responsible for any Prize Winner and/or their companion being refused entry into China for any reason. The people travelling to China are responsible for ensuring that they have valid passports and any requisite visas, vaccinations and travel documentation.

The Prize Winners must depart Australia on 7 August 2008 and depart Beijing on 10 August 2008 to coincide with the 2008 Olympic Games in Beijing. Prize travel dates and itinerary may not be changed by the Prize Winner. The Promoter reserves the right to replace any Prize component(s) with a prize of equivalent value in the event that any of the Prize component(s) become unavailable for any reason.

If the winner of any a prize is a Business Card holder, then the prizes will be awarded to the business owner of the respective winning business who may, in his/her absolute discretion, allocate the prize to any employee of that business. The business owner must notify (in writing) the Promoter of that transfer by 17/06/08 and must not issue the prize without the Promoter's approval. Approval of the transfer is at the Promoter's sole discretion.

If the Prize Winner (and/or his/her companion) is not able to take the prize (and/or part of the prize), then the prize (and/or part of the prize) will not be rescheduled and no compensation will be offered.

16. Prize Value: The total value of Prizes awarded during the Promotion is valued at up to AUD\$1,500,000.

17. General Prize Conditions: The Prizes are subject to the following conditions:

- (a) No exchange of Prize: Prizes or any portion of a prize cannot be exchanged or transferred (whether separately or collectively) and cannot be taken as cash;

- (b) Taxes: If a Prize or receipt of it incurs a tax liability, the Prize Winner is liable for payment of such tax; and
- (c) The conditions set out in Clause 15.

Section 5: Prize Winners

If you have won a Prize, the clauses in this section apply to you.

20. Publication: Each Prize Winner's name from Draw 1 will be published in the Public Notices Section of *The Australian* on 30th May 2008.

Each Prize Winner's name from Draw 2 will be published in the Public Notices Section of *The Australian* on 27th June 2008.

21. Contact of Prize Winners and Acceptance of Prizes:

If your name is drawn as a Prize Winner, the Participating Issuer will contact you within 3 days of the prize draw, using the contact details last recorded by your Visa Card Issuer, in order to confirm whether you wish to accept the prize and to seek your permission to pass on your contact details to the Co-ordinator. By accepting a prize, the Winner agrees to the Participating Issuer providing their personal details to the Promoter and/or Co-ordinator, as outlined in Clause 27. The Co-ordinator will then contact you via email and by telephone by 22 May 2008 (Draw 1) or 19 June 2008 (Draw 2). The Co-ordinator will contact you to:

- (i) Confirm that you wish to claim the Prize;
- (ii) Provide information on the travel arrangements; and
- (iii) Confirm full name and passport details for the people travelling to Beijing.

You must confirm the full details of both parties travelling to Beijing by 30 June 2008. Failure to do so will result in forfeiting the Prize.

If you confirm that you wish to claim the Prize, the Prize will be awarded to you subject to you signing a legal release in a form determined by the Promoter in its absolute discretion.

If the Prize Winner is unwilling or ineligible to claim his/her Prize, or is deemed to have forfeited his/her Prize, the Prize will be awarded to the first qualifying backup Prize winner drawn and recorded in that day's Draw. In the event that a backup Prize Winner is selected under the circumstances set out in this Clause, then such backup Prize Winner's names will be published in *The Australian* within 28 days of this selection.

Except in the case where a Prize Winner (or backup Prize winner) is a resident of South Australia, if the Winner (or backup Prize winner) cannot be contacted within five (5) working days, the Prize will be awarded to the next backup Prize Winner.

In the case where a Prize Winner (or backup Prize Winner) is a resident of South Australia, the Prize Winner (or backup Prize winner) will have three months to claim the prize, and:

- (a) if the Prize Winner (or backup Prize winner) claims the Prize after the original Prize trip must be booked but before 11th September 2008, the Prize Winner (or backup Prize winner) will be awarded a prize of equivalent value to the original Prize; or
- (b) if the Prize Winner (or backup Prize winner) has not claimed the Prize, a further draw may take place at the same time and place as the original draw on 11th September 2008, in order to award a prize of equivalent value to the original Prize, subject to any written directions from the South Australian lottery authority, and the new Prize Winner's name will be published in *The Australian* on 30th September 2008.

22. Prize Winner Publicity: In accepting a Prize awarded in this Promotion, you agree to participate in any publicity arrangements made by or on behalf of the Promoter. You further acknowledge that the Promoter reserves the right to use your name photograph and address for future promotional or publicity activity without any payment being made to you.

Section 6: General Conditions

This section applies to you, whether you are an entrant to the Promotion or a Prize Winner.

23. Lost, Delayed Communication: The Promoter will not be responsible for any delayed, lost or misdirected mail or any other communication.
24. Release: To the fullest extent permissible by law, you agree to release the Promoter and the Participating Issuers from any claim, loss, damage, expense (including any claim for legal expenses), cost or charge sustained or in any way incurred by you in connection with your participation in the Promotion and, if you are a Prize Winner, your use of the Prize. Except for any liability that cannot be excluded by law, the Promoter, Participating Issuers and the Co-ordinator (including their respective officers, employees and agents) exclude 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, including, but not limited to, where arising out of the following: (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 or Co-ordinator) due to any reason beyond the reasonable control of the Promoter; (d) any variation in prize value to that stated in these Conditions of Entry; (e) if the appearance of any athlete(s) at an event is/are cancelled for any reason beyond the reasonable control of the Promoter; (f) if any events are cancelled or re-scheduled for any reason beyond the reasonable control of the Promoter; (g) any tax liability incurred by a Prize Winner or entrant; or (h) use of a Prize.

Visa shall not be responsible or liable in any manner whatsoever for any deficiency or inadequacy of service rendered by any third party or for any loss whatsoever of any nature in the course of availing the Prize, save to the extent that such deficiency or inadequacy is caused by Visa's wilful default or gross negligence.

To the fullest extent permitted by law, Visa reserves the right:

- to amend, delete or add to any of the terms and conditions herein;
- to change or substitute the Prize (or any portion thereof) with a prize of similar value; and/or
- to cancel, terminate or suspend this Promotion,

at any time, subject to any written directions from an Australian regulatory authorities. The exercise by Visa of any of the foregoing rights will be announced on visa.com.au, whereupon all Participants will be deemed as duly notified of such occurrence. For the avoidance of doubt, the exercise by Visa of any of its foregoing rights shall not entitle a Participant, a potential winner or the final winner to any prize, or to claim for compensation or other legal remedy against Visa, the Co-ordinator or any of the Participating Issuers of the Promotion.

25. Force Majeure: The Promoter will not be responsible for any act, omission, failure or delay by the Promoter which is due to an act of God, riots, acts of terrorism, storms, fire, any labour or industrial dispute, any strike, and other acts which are not reasonably within the control of the Promoter.
26. Disputes: In the event of a dispute, the decision of the Promoter is final and binding and no correspondence will be entered into.
27. Privacy Notice: Unidentified transaction information will be provided by Participating Issuers to the Promoter and/or Co-ordinator so the Promoter is able to conduct the Prize Draws. In

addition, Prize Winner's personal information will be provided by a Participating Issuer who may provide your personal information (including your name, address and telephone number) to the Promoter and/or Co-ordinator in order to publish the results of the Promotion, to publicise the Promotion, and if you are a Prize Winner, so that the Co-ordinator can contact you and/or arrange for you to receive your Prize. Entrants' personal information may be disclosed to State and Territory lottery departments. Entrants should direct any request to access, update or correct information to their Participating Issuers.

Authorised under Permit No. NSW Permit No. LTPS/08/1141, VIC Permit No. 08/429, ACT Permit No. TP08/443, SA Permit No. T08/499.