

MasterCard Asia/Pacific (Australia) Limited

MasterCard & 'Australian Open' Promotion ("Promotion")

AUSTRALIA

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the MasterCard & 'Australian Open' ("Promotion") form part of the Conditions of Entry. By participating in the Promotion, each entrant fully and unconditionally agrees and acknowledges that these Conditions of Entry and the decisions of the Promoter on all matters relating to the Promotion are final and binding.
2. The Promoter is MasterCard Asia/ Pacific (Australia) Pty Ltd (ABN 95 108 603 345), L8, 100 Arthur Street, North Sydney, NSW 2060, Australia. Telephone: (02) 9466 3700.
3. The promotional period for this Promotion commences on Monday, 12 December 2017 at 08:00 Local time in Sydney NSW and finishes on Sunday, 29 January 2017 23:59 Local time in Sydney NSW ("Promotional Period").
4. Eligible entrants ("Eligible Entrants") must be individual MasterCard cardholders who are eligible to participate in the Promotion as set out in condition. Employees of the Promoter or the Promoter's associated agencies or companies directly involved in the Promotion (as determined by the Promoter) and their immediate family members are ineligible to participate.
5. Entry into the Promotion is open to all persons who satisfy the following eligibility requirements:
 - (i) is a citizen or resident of Australia; and
 - (ii) is of the age of 18 years and above; and
 - (iii) resides in Australia; and
 - (iv) holds a valid identification card/document; and
 - (vi) is a MasterCard cardholder; and
 - (vii) participates in the Promotion by submitting a Qualifying Entry (as hereinafter defined).
6. To enter, Eligible Entrants must submit a valid response to a prompt or question posted by the MasterCard Australia Facebook Page or @mastercardau Instagram page that satisfies the following eligibility requirements:
 - a) The entry content must correspond to the specific contest post prompt; and
 - b) The entry description must contain #HappinessServed; and
 - c) The entry can include text, photos and videos, or any combination thereof; and
 - d) More than one entry per entrant is accepted as long as each entry is unique; and
 - e) Unintelligible, incomplete or ineligible entries will be deemed invalid at the sole discretion of the Promoter.
 - f) Entries via mastercardau Instagram Page must use the tag @mastercardau
7. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
8. The Promotion is a game of skill and chance plays no part in determining the winners. Each entry received within the Promotional Period will be judged individually based solely

on the merits of the answer. The entries will be judged on a combination of effort, creativity, and relevance to the prompt. The judges' decision is final, and absolutely no correspondence will be entered into.

9. Judging for the prize will occur weekly throughout the campaign period finishing on Sunday, 29 January 2017 at Mastercard Asia/ Pacific (Australia) Pty Ltd, Level 8, 100 Arthur Street, North Sydney, NSW 2060.
10. The Prize Winner(s) will be notified weekly by a comment posted by Mastercard Australia Facebook Page OR MastercardAu Instagram Page under their entry.
11. The Facebook Prize Winner must private message the Mastercard Australia Facebook page within 2 business days of the initial notification comment.
12. The Instagram Prize Winners on Instagram must screen shot their winner notification and Direct Message the MasterCardAu Instagram page within 2 business days.
13. Winners must claim prizes within 2 business day after being sent a request for their details as outlined below in 'clause 14.' Should the prize remain unclaimed by this date it will be awarded to a runner-up who has the next best entry as determined by the panel of judges at MasterCard. Any runner-ups must claim the prize within 1 business day of being notified they have won.
14. In connection with the claiming of the Prize, the Promoter reserves the right to request proof from the Prize winners of (i) him/her being a Mastercard cardholder, and (ii) his/her valid identification, in order for the Prize winner to redeem the Prize, failing which Mastercard reserves the right to disqualify such Prize winner and award the same to an alternative Prize winner. This may include requesting the Prize winner's Mastercard BIN number, first and last name, phone number and email address.
15. The Promoter may pick additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn or in the case of a winner being unable to claim the prize on assigned dates. The winners' names will be published online at <https://www.facebook.com/MasterCardAU>.
16. There will be 6 Grand Prizes and 16 Runner-Up Prizes rewarded throughout the campaign period to Eligible Entrants whose entry deems particularly noteworthy by the Judging Panel based on the Judging Criteria.
17. Each Grand Prize includes a two-day trip to Melbourne and a Priceless Australian Open experience for 2 people valued. The prize includes:
 - a) The Grand Prize A to be taken on 16 and 17 January 2017 valued at A\$2,508 includes:
 - i. 4x Super Row Tickets (AM & PM) for Monday 16 January 2017
 - ii. 4x Standard Cat 1 Tickets (AM & PM) for Tuesday 17 January 2017
 - iii. Return flights from an Australian Capital City to Melbourne
 - iv. 2-nights' accommodation in Melbourne
 - b) The Grand Prize B to be taken on 21 and 22 January 2017 valued at A\$3,082 includes:
 - i. 8x Standard Cat 1 Tickets (AM & PM) for 21 and 22 January 2017
 - ii. Behind the Scenes Tour on 21st January 2017
 - iii. Access to Hospitality Lounge
 - iv. Return flights from an Australian Capital City to Melbourne
 - v. 2-nights' accommodation in Melbourne
18. Each Runner Up Prize includes a hamper of Australian Open Merchandise valued at AU \$200. The total prize pool for the Promotion is valued at approximately AU \$29,588

The prizes are subject to the following terms and conditions:

- a) The specific prize and value awarded to each Prize Winner is at the complete discretion of MasterCard
- b) The specific amount and merchant is subject to availability

The prize does not include:

- 1) Any additional expenses incurred by the Prize Winner beyond the Prize value of the prize.
 - 2) Excludes all other expenses not expressly included in this clause.
19. The Prize does not include any ancillary costs associated with taking the Prize including but not limited to any accommodation and/or travel costs associated with getting to and from the departure city from which MasterCard will arrange transport [Melbourne]. The Prize is subject to the event venue terms and conditions, including any applicable age restriction. The Promoter and event organisers hereby expressly reserve the right to eject any winner (and/or his/her companion/s) for any inappropriate behaviour, including but not limited to intoxication, whilst participating in any element of the Prize. MasterCard is not liable for any damage to property caused by winners.
- Individual event attendees are responsible for all incidental charges and any other charges not specifically allocated to the master account by the Agreement or written approval of the Group's authorised representative.
20. The cost of accessing the promotional website will be dependent on the amount charged by the relevant Internet Service Provider.
21. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
22. The Promoter does not assume any responsibility for any products and services offered as part of the Prize or purchased to participate in the Promotion. The products are sold and services are provided solely by the relevant vendors, under such terms and conditions as determined by such vendors, and the Promoter accepts no liability whatsoever in connection with such products and services. The products and services have not been certified by the Promoter and under no circumstances shall the inclusion of any product or service in the Promotion be construed as an endorsement or recommendation of such product or service by the Promoter.
23. Except for warranties and conditions implied by law, which cannot be excluded, the Promoter makes no representations or warranties, express or implied, regarding the quality or suitability of any Prize awarded under these Conditions of Entry.
24. The Prizes are not transferable, exchangeable and cannot be redeemed for cash. The Prize winners shall accept the Prize 'as is' and entrants acknowledge that the Promoter accepts no responsibility for any variation in the value of the Prizes.
25. Prizes cannot be used for commercial or promotional purposes or resold.

26. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion or suspend or modify a Prize, subject to any written directions from a relevant regulatory authority. MasterCard will reschedule the end-to-end package stay at Melbourne within 30 days after written notice of cancellation by Australian Open /MasterCard based on confirmed circumstance of Force Majeure.
27. The Promoter and its members, financial institutions, associated agencies and companies and their respective directors, officers, employees and agents, shall not be liable for any loss or damage, including any personal injury suffered or sustained in connection with the entrant's receipt or use of any part of the Prizes except for any loss or damage which is due to the negligence or willful misconduct of the Promoter or which otherwise cannot be excluded by law.
28. To the extent permitted by law, the Promoter and its members, financial institutions, associated agencies and companies and their respective directors, officers, employees and agents shall not be responsible in any way whatsoever in respect of the following: (1) any amount spent on or charged to an entrant's account in the course of entering the Promotion or for correctness of the details of the purchases and transactions made; (2) technical failures of any kind including but not limited to any error, omission, interruption, deletion, defect, delay in operation or transmission, communications, line failure or the malfunctioning failure or unavailability of any computer, server, cable, line, network, hardware, software, internet service or web site; (3) unauthorised human intervention in any part of the entry process of the Promotion, including but not limited to theft, destruction or unauthorised access to, or alteration of the Promotion; (4) electronic or human error which may occur in the administration of the Promotion or the processing of entries; or (5) any entry that is late, stolen, damaged or misdirected or otherwise not received.
29. The Promoter reserves the right to cancel, suspend, terminate or modify the Promotion if fraud, technical failures or any other factor beyond the Promoter's reasonable control adversely affects the Promoter's ability to conduct the Promotion as contemplated in these Conditions of Entry, subject to state or territory regulation.
30. If a Prize, or items that are included in a Prize, are unavailable for any reason, the Promoter reserves the right to substitute the Prizes or items for Prizes with a prize to equal value and/or specification, subject to any written directions from a regulatory authority. All rates are inclusive of GST (Goods & Services Tax). Room rates may be altered, should Government and/or Union requirements be changed during or prior to the commencement of your event. Gratuities are at the discretion of the client.
31. The Promoter accepts no responsibility for any tax implications that may arise from the Prize winnings or the use thereof. It is the responsibility of each Prize winner to seek independent advice on the possible implications this may have on their own financial situation.
32. All entries and any intellectual property rights in such entries become and remain the sole property of the Promoter. Each entrant consents to all relevant acts or omissions in relation to that person's moral rights in his or her entry which may or might otherwise constitute a breach or infringement of those moral rights and, to the extent permitted by law, waives all of his or her moral rights in the entry.
33. Except where prohibited by law, participation in the Promotion constitutes each prize-winner's consent to the Promoter's use of The Prize Winner's name, likeness and opinions on the Promoter's website for future promotional, marketing and publicity purposes.

34. Information collected pursuant to the Promotion from entrants is subject to the privacy policies of the Promoter, which can be found at <http://www.mastercard.com.au/privacy.html> and will be handled in accordance with all applicable laws in Australia.
35. Entrants may access and correct their personal information held by MasterCard by contacting:
- MasterCard Asia/Pacific (Australia) Pty Ltd
Level 8, 100 Arthur St
North Sydney NSW 2060
Australia
36. Any cancellation or modification to the Promotion will be notified on the Promoter's Facebook page: www.facebook.com/mastercardau.
37. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au/happinsserved
38. If all or any part of any term or condition contained in these Conditions of Entry shall be declared or become unenforceable, invalid or illegal for any reason, such term or provision (or part thereof) shall be deemed severed from these Conditions of Entry to the extent of the unenforceability, invalidity or illegality and the other terms and conditions hereof shall remain in full force and effect as if the offending term or provision (or part thereof) appearing had not been inserted herein.
39. These Conditions of Entry shall be governed by the laws of the respective state or territory of Australia where the entrant resides and each entrant agrees to submit to the non-exclusive jurisdiction of the courts of the relevant state or territory of Australia.