

Cash Passport – Competition Terms & Conditions of Entry (“Conditions of Entry”)

Entry

1. Information on how to enter and prizes form part of these Conditions of Entry.
2. The promoter is Travelex Limited ABN 36 004 179 953 of Level 12, 1 Margaret Street, Sydney NSW 2000, Australia, (02) 8585 7000 (the “Promoter”).
3. There will be two separate prize draws as part of this promotion (each a “Draw”).
4. There will be one prize winner for each Draw.
5. Entry to the relevant Draw is open to any person who holds a valid Travelex Cash Passport Card purchased in Australia and who reloads their Travelex Cash Passport Card between the 03/11/08 and 30/12/08 (“Eligible Entrant”). Each Eligible Entrant will be automatically entered into the relevant Draw. For the avoidance of doubt, the initial load when you first purchase a Travelex Cash Passport Card is not included as a “reload”.
6. The first Draw will be for Eligible Entrants reloading their Travelex Cash Passport Card within the month of November 2008 (“1st Draw”).
7. The second Draw will be for Eligible Entrants reloading their Travelex Cash Passport Card within the month of December 2008 (“2nd Draw”).
8. Each Eligible Entrant will receive one entry for each reload made by them on the Eligible Entrant’s Travelex Cash Passport Card during the relevant period for each Draw.
9. Entries to the Draw will be open between the 03/11/08 and 30/12/08 (the “Promotional Period”).
10. Employees of the Promoter, Harvey World Travel and any of its franchisees, their related bodies corporate, and their immediate families are not eligible to enter this competition.
11. All entries submitted become the property of the Promoter. All details will be held in accordance with Travelex Privacy Policy which can be accessed in Australia by visiting www.travelex.com.au or calling 1800 637 642.
12. Each Eligible Entrant agrees that the Promoter will collect and record their details and may use those details for the purpose of marketing the Promoter’s products and services to that entrant, unless otherwise advised by the entrant.
13. Except where prohibited by law, the winner agrees that the Promoter may use the name, address and photograph of the winner for promotions, marketing and publicity, unless otherwise advised.

Draw

14. The 1st and 2nd Draw will take place at Travelex's offices at Level 12, 1 Margaret Street, Sydney, NSW, 2000.
15. The 1st Draw will take place on 8 December 2008 at 4pm.
16. The 2nd Draw will take place on 8 January 2009 at 4pm.
17. For each Draw, the relevant Eligible Entries will be drawn randomly by being entered into a random number generator. The first Eligible Entry which corresponds to first random number generated by the random number generator will be the Prize winner.
18. The Prize winner of each Draw will be notified within 7 business days of the relevant Draw by mail provided by the Eligible Entrant.
19. In order to claim the Prize, the winner must consent to having their name published. The name of the winner will be published in the Public Notices section of The Australian newspaper and by claiming the Prize, the winner consents to the publishing of their name. If you do not consent to your name being published the Prize will be considered to be forfeited and a redraw will take place. The winner of the 1st Draw will be published on 10 December 2008 and the winner of 2nd Draw will be published on the 10 January 2009.

Prize

20. The total prize for each Draw, will be an amount equivalent to the amount that the winner reloaded onto their Travelex Cash Passport Card, in the currency of that card and up to a maximum credit amount of AU\$3,000 (the "Prize"). (For example: If you are an Eligible Entrant and you reload your Travelex Cash Passport Card with US\$100 during this promotion and as a result of that reload you are the prize winner, then your Travelex Cash Passport Card will be credited with an equivalent amount of US\$100, within 14 days of the Draw date.)
21. The total prize pool for this promotion is valued at AU\$6,000.
22. The winner's Travelex Cash Passport Card will be credited with the Prize within 14 days of each Draw date.
23. The Prize must be taken as stated. The prize is not exchangeable or transferable and cannot be redeemed for cash or other goods or services. If a winner is unable to use the Prize as stated it will be forfeited and no compensation will be payable.
24. A winner may be liable to declare the Prize for tax purposes. The Promoter takes no responsibility for any tax payable on the Prize. If any tax is payable on a prize it is the sole responsibility of the winner.

25. If the Prize is not available for reasons beyond the control of the Promoter, a prize of similar theme and value will be provide at the Provider's sole discretion.
26. The Travelex Cash Passport Card is subject to the Travelex Cash Passport Terms and Conditions. By accepting the Prize, a winner agrees to be bound by the Travelex Cash Passport terms and conditions. Fees and charges apply to the use of the Travelex Cash Passport and these are set out in the Cash Passport Terms and Conditions. The complete Travelex Cash Passport cardholder terms and conditions including a full list of current fees and charges will be provided to the winner with the Prize. Any applicable exchange rates, ATM fees or charges will be deducted from the total amount of funds on the card at the time the transaction is made. The card is valid for three years but inactivity fees apply after 12 months of non-usage of the card. The total amount of the Travelex Cash Passport can be withdrawn at once and will incur a fee depending on the country of activity.
27. The Prize must be claimed by 5.00pm (AEDST) on the first business day which falls three months after the relevant Draw.
28. If the Prize remains unclaimed for 3 months after the after the relevant Draw a redraw will take place. The redraw will be conducted at the relevant premises set out above and the winner will be notified by phone and mail within 7 business days of the redraw. The 1st redraw will take place on 10 March 2009. The 2nd redraw will take place on 10 April 2009.

Other conditions

29. To the extent permitted by law, the Promoter and its associated agencies or companies are not liable for any:
 - a. Error, omission, interruption, deletion, defect, delay in operation, theft or destruction or unauthorised access to, or alteration of entries; or
 - b. Loss or damage whatsoever (including but not limited to direct or consequential loss) or personal injury however caused including, but not limited to, by their or any of their negligence, suffered by the Entrant or any other person relating to the use or enjoyment of, or non-delivery or non-useability of, a prize.
30. If for any reason, the Promoter is unable to run this competition as planned, including tampering, infection by computer virus, bugs, unauthorised intervention, fraud, technical failures or any other causes beyond the control of the Promoter that corrupt or otherwise affect the administration, security, fairness, integrity or proper conduct of this competition, the Promoter may in its sole discretion disqualify any person who tampers with the entry process, and cancel, terminate, modify or suspend the promotion, subject however to any written directions given under applicable law.
31. The decision of the Promoter is final.
32. This competition is authorised in [INSERT STATE] under [INSERT STATE] Permit No. [INSERT PERMIT NO.]

