

# Trade Promotion

## *Airwallex Expenses Launch Promotion*

### Schedule

<b>Promotion name</b>	Airwallex Expenses Launch Promotion
<b>Promotion type</b>	Public (external)
<b>Promotion style</b>	Game of Chance
<b>Promoter</b>	Airwallex Pty Ltd (ABN 37 609 653 312; AFSL 487 221) of Level 7, 15 William Street, Melbourne, VIC 3000
<b>Permits and authorisations</b>	The Promotion is authorised under: ACT Permit Number: TP 22/00479 NSW Authority Number: TP/01742 SA License Number: T22/383
<b>Relevant jurisdictions</b>	All Australian States and Territories.
<b>Eligibility Criteria</b>	<p>Entry into the Promotion is open to residents of Australia who:</p> <ul style="list-style-type: none"><li>(i) are issued a physical or virtual card by Airwallex Pty Ltd that is linked to their Airwallex account ('Card');</li><li>(ii) spend a minimum of AUD \$20.00 (or the equivalent in any non-AUD currency) using a Card(s) linked to their Airwallex account in the period commencing on 1st January 2022 to 31st May 2022 (inclusive); and</li><li>(iii) fulfil the method of entry requirements.</li></ul> <p>Directors, officers, management, employees, suppliers (including prize suppliers) and contractors (and the immediate families of directors, officers, management, employees, suppliers and contractors) of the Promoter and of its related bodies corporate, and of the agencies and companies associated with this Promotion, including the competition permit providers TPAL (Trade Promotions and Lotteries Pty Ltd) are ineligible to enter. Immediate family means any of the following: spouse, ex-spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, step-sister or first cousin.</p> <p>An individual who satisfies the above eligibility criteria is an '<b>Entrant</b>' for the purposes of the Promotion and its terms and conditions.</p>
<b>Promotion Period</b>	6th April 2022 at 10:00am (AEDT) (' <b>Start Date</b> '); to 31st May 2022 at 11:59pm (AEDT) (' <b>End Date</b> ').
<b>Entry Procedure</b>	During the Promotion Period:

	<p>(i) activate, and keep enabled, the Airwallex Expenses application for the Airwallex account;</p> <p>(ii) complete one transaction in any currency with any Card, with a transaction value of a minimum of AUD \$20.00 (or the equivalent in a non-AUD currency) (an '<b>Eligible Transaction</b>');</p> <p>(iii) submit the Eligible Transaction as an expense using the Airwallex Expenses application; and</p> <p>(iv) have the submitted expense approved by an account administrator (i.e. the status of the transaction is displayed as 'approved' in the Airwallex Expenses application).</p> <p>An Eligible Transaction that is submitted and approved during the Promotion Period in accordance with the above process will be registered by the Promoter as an '<b>Eligible Entry</b>' by the Entrant, and thereafter the Entrant will be deemed to be an '<b>Eligible Entrant</b>'.</p> <p>See the '<i>Additional Terms</i>' for further conditions of entry.</p>								
<b>Opt-Out Procedure</b>	<p>Any person who qualifies as an Eligible Entrant, but who does not wish to enter the Promotion, may opt out of the Promotion by:</p> <p>(i) an account administrator emailing the Promoter at support@airwallex.com with the subject line '<i>Opt Out – Airwallex Expenses Launch Promotion</i>'; or</p> <p>(ii) an account administrator disabling the Airwallex Expenses application before the End Date.</p> <p>On receipt of the email under paragraph (i) by the Promoter, or in the event of disablement pursuant to paragraph (ii) above, the Eligible Entrant will be automatically disqualified from the Promotion and any submitted and future Eligible Entries will not be entered into the Promotion.</p>								
<b>Maximum Number of Entries</b>	<p>Limit of one entry per Airwallex account, i.e. if an Entrant holds more than one Card in connection with their account (or has any additional cardholder who also holds a Card linked to their account), then the Entrant may only submit one Eligible Entry during the Promotion Period.</p>								
<b>Draw Details</b>	<p>The Prizes will be drawn simultaneously in the following manner ("<b>Draw</b>"): </p> <table border="1" data-bbox="483 1435 1385 1592"> <tr> <td data-bbox="483 1435 762 1469"><b>Date:</b></td> <td data-bbox="762 1435 1385 1469">1st June 2022</td> </tr> <tr> <td data-bbox="483 1469 762 1503"><b>Time:</b></td> <td data-bbox="762 1469 1385 1503">9:00 am to 5:30pm (AEDT)</td> </tr> <tr> <td data-bbox="483 1503 762 1536"><b>Location:</b></td> <td data-bbox="762 1503 1385 1536">TPAL, Level 2, 11 York Street, Sydney NSW 2000.</td> </tr> <tr> <td data-bbox="483 1536 762 1592"><b>Draw method:</b></td> <td data-bbox="762 1536 1385 1592">TPAL Electronic Draw System</td> </tr> </table>	<b>Date:</b>	1st June 2022	<b>Time:</b>	9:00 am to 5:30pm (AEDT)	<b>Location:</b>	TPAL, Level 2, 11 York Street, Sydney NSW 2000.	<b>Draw method:</b>	TPAL Electronic Draw System
<b>Date:</b>	1st June 2022								
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<b>Location:</b>	TPAL, Level 2, 11 York Street, Sydney NSW 2000.								
<b>Draw method:</b>	TPAL Electronic Draw System								
<b>Prize Details</b>	<p>The Promotion consists of four cash prizes (each, a '<b>Prize</b>'). Each Prize is valued at AUD \$5,000 and will be credited into the winner's Airwallex account in AUD currency on or before 5:30pm AEDT on 8th June 2022 (the '<b>Prize Claim Date</b>').</p> <p><b>Total prize pool:</b> AUD \$20,000.</p> <p><b>Prize restrictions:</b> All Prizes will be credited to the relevant winners' Airwallex accounts in AUD currency. Prizes are credited in full to each winner, and splitting is not permitted. The Promoter reserves the right to reverse a Prizes if the relevant Eligible Transaction is cancelled, suspended, frozen or refunded after the Promotion Period.</p>								

<b>Notification of winners</b>	<p>All winners of a Prize will be notified in writing by 6th June 2022 by their nominated email recorded to their Airwallex account.</p> <p>The names of all winners will be published on the Promoter's website on 6th June 2022 for at least 28 days at <a href="https://www.airwallex.com/au/expenses-launch-promotion">https://www.airwallex.com/au/expenses-launch-promotion</a>.</p>								
<b>Unclaimed Prize Draw Details</b>	<p>Any unclaimed Prize ('<b>Unclaimed Prize</b>') will be drawn as follows:</p> <table border="1" data-bbox="488 461 1380 622"> <tr> <td data-bbox="488 461 767 495"><b>Date:</b></td> <td data-bbox="767 461 1380 495">14th June 2022</td> </tr> <tr> <td data-bbox="488 495 767 528"><b>Time:</b></td> <td data-bbox="767 495 1380 528">9:00 am to 5:30pm (AEDT)</td> </tr> <tr> <td data-bbox="488 528 767 562"><b>Location:</b></td> <td data-bbox="767 528 1380 562">TPAL, Level 2, 11 York Street, Sydney NSW 2000.</td> </tr> <tr> <td data-bbox="488 562 767 622"><b>Draw method:</b></td> <td data-bbox="767 562 1380 622">TPAL Electronic Draw System</td> </tr> </table> <p>All winners of an Unclaimed Prize will be notified in writing on 15th June 2022 by their nominated email recorded to their Airwallex account and their names will be published on the Promoter's website on 15th June 2022 at <a href="https://www.airwallex.com/au/expenses-launch-promotion">https://www.airwallex.com/au/expenses-launch-promotion</a>.</p> <p>If there is no prize winner or if the prize winner cannot be found this information will be published on the Promoter's website on 15th June 2022 at <a href="https://www.airwallex.com/au/expenses-launch-promotion">https://www.airwallex.com/au/expenses-launch-promotion</a>.</p>	<b>Date:</b>	14th June 2022	<b>Time:</b>	9:00 am to 5:30pm (AEDT)	<b>Location:</b>	TPAL, Level 2, 11 York Street, Sydney NSW 2000.	<b>Draw method:</b>	TPAL Electronic Draw System
<b>Date:</b>	14th June 2022								
<b>Time:</b>	9:00 am to 5:30pm (AEDT)								
<b>Location:</b>	TPAL, Level 2, 11 York Street, Sydney NSW 2000.								
<b>Draw method:</b>	TPAL Electronic Draw System								
<b>Additional Terms</b>	<p>Pending or otherwise unsettled transactions do not qualify as Eligible Transactions.</p> <p>If an Entrant wishes to submit a transaction that was made in a non-AUD currency, in order for such transaction to qualify as an Eligible Transaction, it must be valued at AUD \$20.00 in accordance with the prevailing exchange rate at the time of the transaction as determined by the Promoter.</p>								
<b>Privacy consent and notice</b>	<p>Each winner consents to the publication of their name and city of origin in any website publication, advertisement or article relating to the Promotion or a Prize and participates in any media releases which may include the logo of the winner by the Promoter (or any other member of the Airwallex Group).</p> <p>The Promoter will collect, use, store and disclose your personal information as provided to the Promoter for the purpose of conducting the Promotion (including entering your name into the TPAL Electronic Draw System).</p> <p>The Promoter's Privacy Policy explains how the Promoter collects, uses, stores and discloses your personal information and how you can access and seek correction of it or make a complaint. The Promoter's privacy policy can be found at: <a href="https://www.airwallex.com/terms/privacy-policy">https://www.airwallex.com/terms/privacy-policy</a></p> <p>Your personal information may also be collected, stored and used in connection with the TPAL Electronic Draw System, in which case the information will be handled by Trade Promotion and Lotteries Pty Ltd (ACN 601 297 330) in accordance with their privacy policy, which can be found at: <a href="https://www.tpal.com.au/privacy/">https://www.tpal.com.au/privacy/</a></p>								

## Terms and conditions

- 1 These terms and conditions ('**Terms**') set out the terms that govern participation in the Airwallex Expenses Launch Promotion ('**Promotion**') operated by the Promoter ('**us**', '**our**' or '**we**') and must be read together with the accompanying Schedule for this Promotion. **The Schedule prevails in the event of any inconsistency with these Terms, to the extent permitted by law.**

- 2 By participating in the Promotion, you ('you' or 'your') acknowledge that you have read and understood these Terms and the Schedule, and fully and unconditionally agree and acknowledge that these Terms are binding on you.
- 3 Capitalised terms used in these Terms have the meaning given in the Schedule, except where stated otherwise.

### **Eligibility**

- 4 The Promotion will be conducted during the Promotion Period.
- 5 Entry to the Promotion is open to residents of Australia who meet the Eligibility Criteria.
- 6 To enter the Promotion, Entrants must complete the steps outlined in the Entry Procedure within the Promotion Period. Eligible Entrants may opt out of the Promotion by completing the steps outlined in the Opt-Out Procedure.
- 7 Eligible Entries may only be submitted in accordance with the Entry Procedure and will not be accepted by the Promoter in any other form.
- 8 Eligible Entrants may enter the Promotion up to the Maximum Number of Entries.
- 9 Eligible Entries must be received by the Promoter during the Promotion Period.
- 10 Eligible Entrants who complete an Eligible Entry will be entered into the Draw for an opportunity to win a Prize.
- 11 Eligible Entries are deemed to be received at the time of receipt of confirmation of the account administrator's approval (of the relevant expense transaction) by the Promoter, and not at the time of transmission or submission of such approval by the account administrator. Records of the Promoter are final and conclusive as to the time of receipt by the Promoter.

### **Determining and notifying winners**

- 12 The Prize Draw will be conducted in accordance with the Draw Details. Each Prize will be awarded to the relevant Eligible Entrant randomly drawn in accordance with the Prize Details. The Promoter may draw additional reserve entries and record them in order, in case an invalid or disqualified Eligible Entrant is drawn.
- 13 Winners will be notified as specified in the Schedule and their name will be published in accordance with the Schedule.

### **Prizes**

- 14 The prizes and total prize pool for the Promotion are specified in the Prize Details.
- 15 Prizes are subject to restrictions which are specified in the Prize Details.

### **Claiming and notification of Prizes**

- 16 Prizes will be awarded to winners in accordance with the Prize Details.
- 17 If a Prize is not able to be claimed by a winner by the Prize Claim Date (for example, if the winner is no longer a registered Airwallex account holder or their Airwallex account is suspended in accordance with the Promoter's terms and conditions), the winner's Eligible Entry will be deemed invalid and the Promoter reserves the right to distribute the unclaimed Prize in accordance with the Unclaimed Prize Draw Details, subject to any directions given by any relevant authority. Winners of Unclaimed Prizes will be notified and have their names published in accordance with the Unclaimed Prize Draw Details.

### **General**

- 18 For the purposes of these Terms, the Promoter and its related bodies corporate (as that term is defined in the *Corporations Act 2001* (Cth)) comprise the '**Airwallex Group**'.
- 19 Each Eligible Entrant is limited to one Eligible Entry and one Prize. The use of multiple Airwallex accounts or any other means whatsoever to exceed the Maximum Number of Entries is prohibited.
- 20 The Promoter reserves the right, at any time, to validate and check the authenticity of any entry in the Promotion. In the event that a winner cannot provide suitable proof as required by the Promoter to validate their entry, the winner will forfeit the prize in whole and no substitute will be offered. Any entry that is incomplete or incorrect will, at the Promoter's discretion, be deemed invalid and not an Eligible Entry. Entries which breach any law or infringe any third party rights are not eligible to win.
- 21 The Promoter reserves the right to disqualify Eligible Entrants in the event of non-compliance with these Terms. In the event that there is a dispute concerning the conduct of the Promotion, subject to clause 22, the decision of the Promoter is final and binding on each Entrant and no further correspondence will be entered into by the Airwallex Group after that decision has been made.
- 22 If a scrutineer is required by any relevant authority in connection with any process of the Promotion, the scrutineer will be appointed to confirm that the relevant process(es) followed by the Promoter provides reasonable assurance that the Promotion is conducted fairly. In the event of a dispute, the scrutineer will act as an adjudicator and their decision will be final and no further correspondence will be entered into by the Airwallex Group after that decision has been made.
- 23 A Prize winner may be liable to declare the Prize for taxation purposes and liable for any tax payable in respect of a Prize. Eligible Entrants should seek independent financial advice in relation to any tax payable on the Prize and the potential impact on their personal financial situation, before entering into the Promotion.
- 24 If this Promotion is not capable of running as planned for any reason (including but not limited to failure or malfunction of any computer equipment by reason of infection by computer virus, power failure, bugs, tampering, unauthorised intervention, fraud, or technical failures or any other causes which corrupt or affect the administration security, fairness, integrity or proper conduct of this Promotion), the Promoter reserves the right in its sole discretion to disqualify any individual who undermines the integrity or fair running of the Promotion for other Eligible Entrants, including by tampering with the Entry Procedure, and, after consulting with the relevant regulatory authorities, to cancel, terminate, modify or suspend the Promotion.
- 25 Except for guarantees, warranties and conditions implied by law which cannot be excluded, neither the Promoter nor any other member of the Airwallex Group make any guarantees, representations or warranties, express or implied, regarding the quality or suitability of any Prizes awarded under these Terms.
- 26 Nothing in these Terms is intended to exclude, restrict or modify any right or remedy, or any guarantee, warranty or other term or condition, implied or imposed by any legislation which cannot lawfully be excluded or limited. This may include the *Corporations Act 2001* (Cth), the *Competition and Consumer Act 2010* (Cth) or any equivalent State or Territory legislation, as amended. If any guarantee, warranty, term or conditions implied or imposed under the Australian Consumer Law or any other applicable legislation in relation to any Prize awarded under these Terms cannot be excluded (a '**Non-Excludable Provision**') and the Promoter is able to limit the remedy for a breach of the Non-Excludable Provision, then the liability of the Promoter and all members of the Airwallex Group for breach of the Non-Excludable Provision is limited to one or more of the following at the Promoter's option:
- (a) the replacement of a Prize, or the supply of an equivalent prize;
  - (b) the re-supply of a Prize;
  - (c) the payment of either the cost of replacing a Prize or of acquiring an equivalent prize; or
  - (d) the payment of the costs of re-supplying a Prize.

- 27 To the maximum extent permitted by law, the Promoter and all other members of the Airwallex Group expressly disclaim liability for any loss or damage whatsoever (including but not limited to indirect or consequential loss) or for any personal injury which is suffered or sustained in connection with any Eligible Entrant's participation in this Promotion or the acceptance of any Prize. Each winner of a Prize indemnifies the Promoter and all members of the Airwallex Group against any liability, injury, loss or damage which may be suffered, incurred or sustained by the Promoter or any member of the Airwallex Group arising out of, relating to, or in any way connected with, any act or omission (including negligence) by the winner, or its use of the Prize, or its breach of these Terms.
- 28 Neither the Promoter nor any other member of the Airwallex Group will be responsible for any problems or technical malfunction of any computer online systems, servers or providers, computer equipment, software, failure of any email or entry to be received by the Promoter on account of technical problems or traffic congestion on the internet.
- 29 Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of any of its rights under these Terms or at law.