

Form G

Commonwealth of Australia
Trade Practices Act 1974 - subsection 93 (1)
NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

Notice is hereby given, in accordance with subsection 93(1) of the *Trade Practices Act 1974*, of particulars of conduct or of proposed conduct of a kind referred to subsections 47 (2), (3), (4), (5), (6), (7), (8) or (9) of that Act in which the person giving notice engages or proposes to engage.

PLEASE FOLLOW DIRECTIONS ON BACK OF THIS FORM

1. Applicant

- (a) Name of person giving notice:
(Refer to direction 2)

N94327 MasterCard Asia/Pacific (Australia) Pty Ltd (ABN 95 108 603 345)
(*MasterCard*)

- (b) Short description of business carried on by that person:
(Refer to direction 3)

MasterCard operates a global payment system.

- (c) Address in Australia for service of documents on that person:

Baker & McKenzie
Solicitors & Attorneys
AMP Centre
50 Bridge Street
Sydney NSW 2000
Australia

Telephone: (02) 8922 5257
Facsimile: (02) 9225 1595
Attention: Anne-Marie Allgrove

2. Notified arrangement

- (a) Description of the goods or services in relation to the supply or acquisition of which this notice relates:

Supply of payment system services in relation to debit cards.

- (b) Description of the conduct or proposed conduct:

Offer to supply a prize, as part of a trade promotion, of flights, concert tickets, accommodation and spending money to persons who have acquired a MasterCard debit card issued in Australia.

MasterCard does not issue debit cards. To obtain a MasterCard debit card, a cardholder needs to procure services from one of a number of financial institutions which issue MasterCard cards.

The proposed offer of a prize may constitute third line forcing pursuant to sections 47(6) and 47(7) of the TPA, as it might be argued that MasterCard is offering to supply products and/or services on condition that the customer acquires a debit card from a third party issuer.

3. Persons, or classes of persons, affected or likely to be affected by the notified conduct

- (a) Class or classes of persons to which the conduct relates:
(Refer to direction 5)

Persons who are or who may become holders of MasterCard debit cards issued in Australia.

- (b) Number of those persons:

- (i) At present time:

More than 2 million.

- (ii) Estimated within the next year:

(Refer to direction 6)

More than 3 million.

- (c) Where number of persons stated in item 3(b)(i) is less than 50, their names and addresses:

Not applicable.

4. Public benefit claims

- (a) Arguments in support of notification:
(Refer to direction 7)

- (i) The conduct will benefit the public, because:

- improve the quality of the service offered by MasterCard to its customers; and
- promote competition in the relevant markets by exerting pressure on competitors to offer similar and other value added services.

(ii) The conduct will not lessen competition in the markets for the relevant products and services or result in any conceivable detriment to the public because:

- it will promote competition in the relevant markets by exerting pressure on competitors to offer similar and other value added services;
- competition in the debit card and consumer banking markets is vigorous and there are many competitors;
- consumers may acquire the relevant products and services from a range of other suppliers; and
- consumers will be provided with a further incentive to purchase MasterCard debit card, thus increasing competition in the markets for debit card and consumer banking services.

(b) Facts and evidence relied upon in support of these claims:

Attached are the conditions of entry for the proposed promotion (we note that the dates set out in these conditions may change), which outline the additional benefits to be offered to MasterCard debit cardholders at no additional cost to the cardholders.

There are a great many alternative suppliers of debit card and consumer banking services.

5. Market definition

Provide a description of the market(s) in which the goods or services described at 2(a) are supplied or acquired and other affected markets including: significant suppliers and acquirers; substitutes available for the relevant goods or services; any restriction on the supply or acquisition of the relevant goods or services (for example geographic or legal restrictions):
(Refer to direction 8)

Debit card and consumer banking markets.

6. Public detriments

(a) Detriments to the public resulting or likely to result from the notification, in particular the likely effect of the notified conduct on the prices of the goods or services described at 2(a) above and the prices of goods or services in other affected markets:
(Refer to direction 9)

MasterCard does not consider that the proposed conduct will result in or is likely to result in any public detriment as:

- consumers are under no obligation to acquire services from MasterCard or from any particular MasterCard debit card issuer; and
- consumers may obtain services from a financial institution issuer without acquiring a MasterCard card, and may obtain a MasterCard card from a number of issuers.

(b) Facts and evidence relevant to these detriments:

MasterCard considers the benefits to consumers of having the opportunity to participate in the promotion outweighs any possible public detriment.

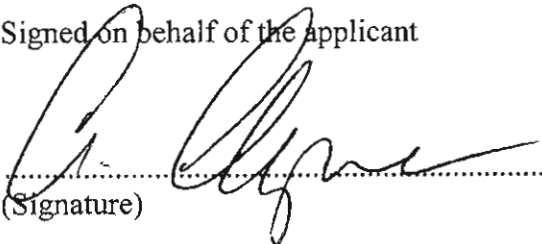
7. Further information

(a) Name, postal address and contact telephone details of the person authorised to provide additional information in relation to this notification:

Anne-Marie Allgrove
Partner
Baker & McKenzie
AMP Centre
50 Bridge Street
Sydney NSW 1223
Australia

Dated 13 November 2009

Signed on behalf of the applicant


.....
(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

DIRECTIONS

1. In lodging this form, applicants must include all information, including supporting evidence that they wish the Commission to take into account in assessing their notification.

Where there is insufficient space on this form to furnish the required information, the information is to be shown on separate sheets, numbered consecutively and signed by or on behalf of the applicant.

2. If the notice is given by or on behalf of a corporation, the name of the corporation is to be inserted in item 1(a), not the name of the person signing the notice, and the notice is to be signed by a person authorised by the corporation to do so.
3. Describe that part of the business of the person giving the notice in the course of which the conduct is engaged in.
4. If particulars of a condition or of a reason of the type referred to in section 47 of the *Trade Practices Act 1974* have been reduced in whole or in part to writing, a copy of the writing is to be provided with the notice.
5. Describe the business or consumers likely to be affected by the conduct.
6. State an estimate of the highest number of persons with whom the entity giving the notice is likely to deal in the course of engaging in the conduct at any time during the next year.
7. Provide details of those public benefits claimed to result or to be likely to result from the proposed conduct including quantification of those benefits where possible.
8. Provide details of the market(s) likely to be affected by the notified conduct, in particular having regard to goods or services that may be substitutes for the good or service that is the subject matter of the notification.
9. Provide details of the detriments to the public which may result from the proposed conduct including quantification of those detriments where possible.

MasterCard Asia/Pacific (Australia) Pty Ltd

MasterCard Band Overseas Promotion

AUSTRALIA

Conditions of Entry

1. Information on how to enter and prize details set out in all communications regarding the MasterCard Band Overseas Promotion ("Promotion") form part of the Conditions of Entry. By participating in the Promotion, each participant fully and unconditionally agrees and acknowledges that these Conditions of Entry and the decision of the Promoter on all matters relating to the Promotion are final and binding. Participants must be individual Debit MasterCard cardholders who are eligible to participate in the Promotion as set out at condition 4. 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. Immediate family means any of the following: spouse, ex-spouse, de-facto spouse, child or step-child (whether natural or by adoption), parent, step-parent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, step-brother, step-sister or 1st cousin.
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 94663700**.
3. The promotional period for this Promotion commences on 20 November 2009 at 00:01 AEDST and concludes on 11 January 2010 at 23:59 AEDST ("**Promotional Period**").
4. Entry into the Promotion is open to Debit MasterCard cardholders who satisfy the following eligibility requirements ("Cardholders"):
 - a) Who are residents of Australia and who for the Promotional Period and up to and including the date on which the prize is finally awarded hold a valid Debit MasterCard card issued in Australia;
 - b) Who are over the age of 18 years;
 - c) Who enter their contact details in accordance with condition 6; and
 - d) Who are available to travel on the dates nominated by the Promoter pursuant condition 9.
5. Cardholders irrevocably consent and authorise the Promoter to contact their issuing bank, and to their issuing bank confirming to the Promoter that they are a valid Debit MasterCard holder.
6. To complete the entry process, Cardholders must enter online at www.mastercard.com.au/music during the Promotional Period. Participants will be required to input their details including but not limited to their own full name, address and mobile phone number, and then submit the fully completed

entry form online. Cardholders who enter during the Promotional Period will be entered in the draw for the major prize. Only one (1) entry per Cardholder will be accepted. It is each entrant's responsibility to ensure that any details they provide during the entry process are accurate. If a Cardholder's entry is drawn, the cardholder will be required to provide his or her MasterCard card number in order to be eligible to claim the prize.

7. The cost of accessing the promotional website will be dependant on the Cardholder's individual Internet Service Provider. Entries must be comprehensible in order to be valid. Incomplete or incomprehensible entries (as determined by the Promoter) will not be eligible. The Promoter accepts no responsibility for any late, lost or misdirected Cardholder entries.
8. 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.
9. There is one (1) major prize to be won for this Promotion. The prize allows the winner and one (1) guest aged 18 years or older to attend a concert in London between 1 February and 30 August 2010. The prize consists of:
 - Economy class return flights for two (2) adults from the winner's nearest capital city in Australia to London in the UK on dates to be nominated by the Promoter;
 - Tickets for two (2) adults to attend a concert in the UK. The Promoter will determine what concerts are available and appropriate and will liaise with the winner in relation to the final selection of the concert. The concert may be outside of London in the UK, however transfers to the concert are not included in the prize package and will be the responsibility of the winner;
 - Five (5) nights 4 star accommodation in a twin share room (selected by and at the discretion of the Promoter) for two (2) people;
 - AU\$2,500 spending money, to be credited to the winner's MasterCard Debit card account.

The maximum major prize value is AU\$14,200 depending on the winner's departure point.

10. The major prize is not redeemable for cash and does not include passports, visas, travel insurance, transfers, additional meals, transport to and from departure point, items of a personal nature, in-room charges and any other incidentals (except to the extent that these items are included as part of the prize package listed in condition 9).
11. The winner and his/her companion must depart from and return to the same departure point and travel together.
12. The itinerary will be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary.
13. Flights included in the major prize will be on the regular scheduled services of the airline/s selected by the Promoter and are subject to seasonal embargos. Flight itineraries may be adjusted depending on the airline's departure city and current flight schedule. Frequent flyer points will not form part of the prize and are not available from any airline in relation to the prize.

14. The winner may be required to present their credit card at the time of accommodation check in. A card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
15. It is each traveler's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveler(s). Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. Any cost associated with obtaining travel insurance will be the winner's and his/her companion's responsibility and will not be paid by the Promoter.
16. The prize will be drawn at 11.00am AEDST on 12 January 2010, at **DLOAD**, 297 Pacific Highway, North Sydney, NSW 2060 and will be awarded in a form to be determined by the Promoter. The first valid entry drawn will win the major prize.
17. The major prize-winner will be notified by telephone and mail by the Promoter using the contact details provided to the Promoter by the Cardholder.
18. The prize winner's name will be displayed on www.mastercard.com.au/music. The details of the winner of the major prize will also be published in the public notices section of *The Australian* on 30 January 2010.
19. If the prize is not claimed by 5.00pm AEDST on 15 February 2010, an unclaimed prize draw will take place on 16 February 2010 at the same time and place as the original draw, subject to state regulation. A winner in the unclaimed prize draw will be awarded the major prize at the absolute discretion of the Promoter. The winner's name will be published in *The Australian* on 16 March 2010.
20. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not take the prize or any element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
21. In the event that the winner cannot accept the prize (for whatever reason) or fails to meet any of the eligibility requirements in condition 4 the prize will be forfeited by that winner and an unclaimed prize draw will be conducted as specified in condition 19.
22. The major prize is not transferable. The prize-winner shall accept the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of the prize.
23. All valid claims for the prize and entitlements will be met unless they involve fraud or ineligibility. The Promoter reserves the right, at any time, and by their entry into the Promotion each participant consents to the Promoter exercising this right, to validate and check the authenticity of entries, entrants (including an entrant's identity, age and place of residence) and prize claims, with the relevant Cardholder's issuing bank. The Promoter does not assume any responsibility for any products and services offered as part of the prize under the Promotion. The products 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.

24. 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 element of the prize awarded under these Conditions of Entry. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In this event, to the extent permitted by law, the Promoter's liability is limited to, at its option: (i) the replacement of the prize or the supply of an equivalent prize; or (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.
25. 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 whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the participant's participation in the Promotion or the receipt or use of any part of the prize or suffered during the course of the prize winning travel, except for any liability which cannot be excluded by law.
26. The Promoter's decision is final and no correspondence will be entertained.
27. The Promoter reserves the right to refuse to allow a winner or his/her companion to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner or his/her companion 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.
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 a participant'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; (5) any entry that is late, lost, stolen, damaged or misdirected or otherwise not received; and (6) any negligence.
29. The Promoter, in its sole discretion, 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 regulation. In such event, the Promoter reserves the right to award the prize at random from among the eligible entries received up to the time of the cancellation or modification. The Promoter also reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the

entry process or the operation of the Promotion or to be acting in violation of these Conditions of Entry or in an unsportsmanlike, non-genuine or disruptive manner. Any attempt by any person to deliberately cause damage or undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person, to the fullest extent permitted by law, in addition to disqualifying such person.

30. The Promoter will use its best endeavours to provide the prize listed. If the prize or any part of it is unavailable for whatever reason, the Promoter reserves the right to substitute that prize or item for a prize or item of an equivalent value, subject to the written directions of a regulatory authority.
31. The Promoter's failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoter.
32. By acceptance or receipt of a Promotional prize, a prize-winner agrees to hold harmless the Promoter, its financial institutions, its members, its related companies and agencies, and each of their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by the Promoter, its financial institutions, its members, its associated companies and agencies and their respective directors, officers, employees and agents in connection with such prize-winner's participation in the Promotion or receipt, redemption or use of the prize.
33. 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 entrant to seek independent advice on the possible implications this may have on their own financial situation.
34. Records of all entries become and remain the sole property of the Promoter. Except where prohibited by law, and unless otherwise advised by the entrant, all entries will be entered into a database and the Promoter reserves the right to publicise the entrant's names for future promotional, marketing and publicity purposes in any media worldwide (including without limitation on the Promoter's or its affiliates' websites) without notice and without any fee being paid by or to the entrant. The Promoter also reserves the right to share the Cardholder's data with their issuing bank for marketing purposes. Except where prohibited by law, participation in the Promotion constitutes Cardholder's consent to the storage, use and disclosure of Cardholder's entry details as set out in these Conditions of Entry and also constitutes Cardholder's acknowledgment that Promoter may use overseas facilities to process, store or back up its information. As a result, the Promoter may transfer Cardholder's personal information to its overseas facilities for storage. However, this does not change any of the Promoter's commitments to safeguard Cardholder's privacy.
35. Except where prohibited by law, participation in the Promotion constitutes a prize-winner's consent to the Promoter's use of the prize-winner's name, likeness, opinions and address (including without limitation any footage of the winner's receipt and use of the prize) for: (1) any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice; and (2) any disclosure of such information by the Promoter required by law, and it is a Condition of Entry that in order to claim the prize, prize-winners must agree to execute any necessary consents and releases to effect the foregoing.

36. Information collected pursuant to the Promotion from entrants is subject to the privacy policies of the Promoter, which can be found at www.mastercard.com.au and will be handled in accordance with all applicable laws in Australia.
37. Participants may access and correct their personal information held by MasterCard by contacting:
MasterCard Australia
Level 8, 100 Arthur St
North Sydney NSW 2060
Australia
38. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.mastercard.com.au.
39. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au/music.
40. 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.
41. 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.
42. Authorised under NSW Permit No: LTPS/09/10554, VIC Permit No: 09/3703, ACT Permit No: TP 09/04572, SA Permit No: T09/2733

Form G

Commonwealth of Australia
Trade Practices Act 1974 - subsection 93 (1)
NOTIFICATION OF EXCLUSIVE DEALING

To the Australian Competition and Consumer Commission:

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1. Applicant

- (a) Name of person giving notice:
(Refer to direction 2)

MasterCard Asia/Pacific (Australia) Pty Ltd (ABN 95 108 603 345)
(*MasterCard*)

- (b) Short description of business carried on by that person:
(Refer to direction 3)

N94328 MasterCard operates a global payment system.

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Baker & McKenzie
Solicitors & Attorneys
AMP Centre
50 Bridge Street
Sydney NSW 2000
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Telephone: (02) 8922 5257
Facsimile: (02) 9225 1595
Attention: Anne-Marie Allgrove

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3. Persons, or classes of persons, affected or likely to be affected by the notified conduct

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Persons who are or who may become holders of MasterCard debit cards issued in Australia.

- (b) Number of those persons:

- (i) At present time:

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- (ii) Estimated within the next year:
(Refer to direction 6)

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Not applicable.

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- (a) Arguments in support of notification:
(Refer to direction 7)

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- promote competition in the relevant markets by exerting pressure on competitors to offer similar and other value added services.

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- consumers will be provided with a further incentive to purchase MasterCard debit card, thus increasing competition in the markets for debit card and consumer banking services.

(b) Facts and evidence relied upon in support of these claims:

Attached are the conditions of entry for the proposed promotion (we note that the dates set out in these conditions may change), which outline the additional benefits to be offered to MasterCard debit cardholders at no additional cost to the cardholders.

There are a great many alternative suppliers of debit card and consumer banking services.

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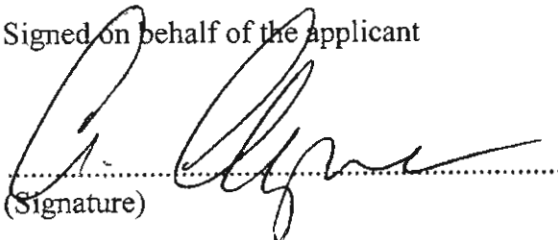
7. Further information

(a) Name, postal address and contact telephone details of the person authorised to provide additional information in relation to this notification:

Anne-Marie Allgrove
Partner
Baker & McKenzie
AMP Centre
50 Bridge Street
Sydney NSW 1223
Australia

Dated 13 November 2009

Signed on behalf of the applicant



.....
(Signature)

Anne-Marie Allgrove
Partner, Baker & McKenzie

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 - d) Who are available to travel on the dates nominated by the Promoter pursuant condition 9.
5. Cardholders irrevocably consent and authorise the Promoter to contact their issuing bank, and to their issuing bank confirming to the Promoter that they are a valid Debit MasterCard holder.
6. To complete the entry process, Cardholders must enter online at **www.mastercard.com.au/music** during the Promotional Period. Participants will be required to input their details including but not limited to their own full name, address and mobile phone number, and then submit the fully completed

entry form online. Cardholders who enter during the Promotional Period will be entered in the draw for the major prize. Only one (1) entry per Cardholder will be accepted. It is each entrant's responsibility to ensure that any details they provide during the entry process are accurate. If a Cardholder's entry is drawn, the cardholder will be required to provide his or her MasterCard card number in order to be eligible to claim the prize.

7. The cost of accessing the promotional website will be dependant on the Cardholder's individual Internet Service Provider. Entries must be comprehensible in order to be valid. Incomplete or incomprehensible entries (as determined by the Promoter) will not be eligible. The Promoter accepts no responsibility for any late, lost or misdirected Cardholder entries.
8. 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.
9. There is one (1) major prize to be won for this Promotion. The prize allows the winner and one (1) guest aged 18 years or older to attend a concert in London between 1 February and 30 August 2010. The prize consists of:
 - Economy class return flights for two (2) adults from the winner's nearest capital city in Australia to London in the UK on dates to be nominated by the Promoter;
 - Tickets for two (2) adults to attend a concert in the UK. The Promoter will determine what concerts are available and appropriate and will liaise with the winner in relation to the final selection of the concert. The concert may be outside of London in the UK, however transfers to the concert are not included in the prize package and will be the responsibility of the winner;
 - Five (5) nights 4 star accommodation in a twin share room (selected by and at the discretion of the Promoter) for two (2) people;
 - AU\$2,500 spending money, to be credited to the winner's MasterCard Debit card account.

The maximum major prize value is AU\$14,200 depending on the winner's departure point.

10. The major prize is not redeemable for cash and does not include passports, visas, travel insurance, transfers, additional meals, transport to and from departure point, items of a personal nature, in-room charges and any other incidentals (except to the extent that these items are included as part of the prize package listed in condition 9).
11. The winner and his/her companion must depart from and return to the same departure point and travel together.
12. The itinerary will be determined by the Promoter in agreement with the winner but in the event that agreement cannot be reached, the Promoter reserves the right to determine the itinerary.
13. Flights included in the major prize will be on the regular scheduled services of the airline/s selected by the Promoter and are subject to seasonal embargos. Flight itineraries may be adjusted depending on the airline's departure city and current flight schedule. Frequent flyer points will not form part of the prize and are not available from any airline in relation to the prize.

14. The winner may be required to present their credit card at the time of accommodation check in. A card imprint or cash deposit may be required from the winner at check-in to the hotel, for all incidental charges. Once accommodation vouchers are issued they are non-changeable.
15. It is each traveler's personal responsibility to ensure that they have valid documentation, including but not limited to valid passports and visas, which meet the requirements of immigration and other government authorities at every destination. Any fines, penalties, payments or expenditures incurred as a result of such documents not meeting the requirements of those authorities will be the sole responsibility of the traveler(s). Travel insurance is highly recommended to protect against the additional costs incurred in the event of unforeseen circumstances. Any cost associated with obtaining travel insurance will be the winner's and his/her companion's responsibility and will not be paid by the Promoter.
16. The prize will be drawn at 11.00am AEDST on 12 January 2010, at **DLOAD**, 297 Pacific Highway, North Sydney, NSW 2060 and will be awarded in a form to be determined by the Promoter. The first valid entry drawn will win the major prize.
17. The major prize-winner will be notified by telephone and mail by the Promoter using the contact details provided to the Promoter by the Cardholder.
18. The prize winner's name will be displayed on www.mastercard.com.au/music. The details of the winner of the major prize will also be published in the public notices section of *The Australian* on 30 January 2010.
19. If the prize is not claimed by 5.00pm AEDST on 15 February 2010, an unclaimed prize draw will take place on 16 February 2010 at the same time and place as the original draw, subject to state regulation. A winner in the unclaimed prize draw will be awarded the major prize at the absolute discretion of the Promoter. The winner's name will be published in *The Australian* on 16 March 2010.
20. Subject to the terms and conditions of the participating prize provider(s), if for any reason a winner does not take the prize or any element of the prize at the time stipulated, then the prize or that element of the prize will be forfeited and will not be redeemable for cash.
21. In the event that the winner cannot accept the prize (for whatever reason) or fails to meet any of the eligibility requirements in condition 4 the prize will be forfeited by that winner and an unclaimed prize draw will be conducted as specified in condition 19.
22. The major prize is not transferable. The prize-winner shall accept the prize 'as is' and acknowledges that the Promoter accepts no responsibility for any variation in the value of the prize.
23. All valid claims for the prize and entitlements will be met unless they involve fraud or ineligibility. The Promoter reserves the right, at any time, and by their entry into the Promotion each participant consents to the Promoter exercising this right, to validate and check the authenticity of entries, entrants (including an entrant's identity, age and place of residence) and prize claims, with the relevant Cardholder's issuing bank. The Promoter does not assume any responsibility for any products and services offered as part of the prize under the Promotion. The products 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.

24. 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 element of the prize awarded under these Conditions of Entry. Certain legislation may imply conditions or warranties which cannot be excluded, restricted or modified except to a limited extent. In this event, to the extent permitted by law, the Promoter's liability is limited to, at its option: (i) the replacement of the prize or the supply of an equivalent prize; or (ii) the payment, if it does not contravene any law, of the cost of the replacement or supply.
25. 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 whatsoever which is suffered (including but not limited to indirect or consequential loss) or for any personal injury suffered or sustained in connection with the participant's participation in the Promotion or the receipt or use of any part of the prize or suffered during the course of the prize winning travel, except for any liability which cannot be excluded by law.
26. The Promoter's decision is final and no correspondence will be entertained.
27. The Promoter reserves the right to refuse to allow a winner or his/her companion to take part in any or all aspects of the prize, if the Promoter determines, in its absolute discretion, that a winner or his/her companion 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.
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 a participant'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; (5) any entry that is late, lost, stolen, damaged or misdirected or otherwise not received; and (6) any negligence.
29. The Promoter, in its sole discretion, 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 regulation. In such event, the Promoter reserves the right to award the prize at random from among the eligible entries received up to the time of the cancellation or modification. The Promoter also reserves the right in its sole discretion to disqualify any individual it finds to be tampering with the

entry process or the operation of the Promotion or to be acting in violation of these Conditions of Entry or in an unsportsmanlike, non-genuine or disruptive manner. Any attempt by any person to deliberately cause damage or undermine the operation of the Promotion may be a violation of criminal and civil law, and, should such an attempt be made, the Promoter reserves the right to seek damages from any such person, to the fullest extent permitted by law, in addition to disqualifying such person.

30. The Promoter will use its best endeavours to provide the prize listed. If the prize or any part of it is unavailable for whatever reason, the Promoter reserves the right to substitute that prize or item for a prize or item of an equivalent value, subject to the written directions of a regulatory authority.
31. The Promoter's failure to enforce any term of these Conditions of Entry shall not constitute a waiver of that or any other provision by the Promoter.
32. By acceptance or receipt of a Promotional prize, a prize-winner agrees to hold harmless the Promoter, its financial institutions, its members, its related companies and agencies, and each of their respective directors, officers, employees and agents from and against any claim, action, proceeding, judgment, damage, loss, expense or liability suffered by the Promoter, its financial institutions, its members, its associated companies and agencies and their respective directors, officers, employees and agents in connection with such prize-winner's participation in the Promotion or receipt, redemption or use of the prize.
33. 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 entrant to seek independent advice on the possible implications this may have on their own financial situation.
34. Records of all entries become and remain the sole property of the Promoter. Except where prohibited by law, and unless otherwise advised by the entrant, all entries will be entered into a database and the Promoter reserves the right to publicise the entrant's names for future promotional, marketing and publicity purposes in any media worldwide (including without limitation on the Promoter's or its affiliates' websites) without notice and without any fee being paid by or to the entrant. The Promoter also reserves the right to share the Cardholder's data with their issuing bank for marketing purposes. Except where prohibited by law, participation in the Promotion constitutes Cardholder's consent to the storage, use and disclosure of Cardholder's entry details as set out in these Conditions of Entry and also constitutes Cardholder's acknowledgment that Promoter may use overseas facilities to process, store or back up its information. As a result, the Promoter may transfer Cardholder's personal information to its overseas facilities for storage. However, this does not change any of the Promoter's commitments to safeguard Cardholder's privacy.
35. Except where prohibited by law, participation in the Promotion constitutes a prize-winner's consent to the Promoter's use of the prize-winner's name, likeness, opinions and address (including without limitation any footage of the winner's receipt and use of the prize) for: (1) any future promotional, marketing and publicity purposes in any media worldwide, without further payment or consideration or notice; and (2) any disclosure of such information by the Promoter required by law, and it is a Condition of Entry that in order to claim the prize, prize-winners must agree to execute any necessary consents and releases to effect the foregoing.

36. Information collected pursuant to the Promotion from entrants is subject to the privacy policies of the Promoter, which can be found at www.mastercard.com.au and will be handled in accordance with all applicable laws in Australia.
37. Participants may access and correct their personal information held by MasterCard by contacting:
MasterCard Australia
Level 8, 100 Arthur St
North Sydney NSW 2060
Australia
38. Any cancellation or modification to the Promotion will be notified on the Promoter's website – www.mastercard.com.au.
39. A copy of these Conditions of Entry and prize details can be obtained by visiting www.mastercard.com.au/music.
40. 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.
41. 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.
42. Authorised under NSW Permit No: LTPS/09/10554, VIC Permit No: 09/3703, ACT Permit No: TP 09/04572, SA Permit No: T09/2733