

BINGE Basic Subscription Terms

The BINGE Basic Subscription (currently at AU\$10/month) is governed by and subject to these Terms

- A. Subscription
- B. Credit
- C. Your account Payments
- D. Fraud/Gaming/Glitches
- E. Changes
- F. Privacy and Security

A. Subscription

In order to activate your subscription, you will be required to sign up to BINGE at http://www.binge.com.au/, where you be required to accept the <u>BINGE terms of service</u>, and you must set up the payment details using your American Express Cashback Credit Card ("Card"). A monthly recurring fee for your chosen BINGE subscription will be billed to your Card. For each month you are billed, you will receive \$10 back as a statement credit on your Card Account.

BINGE Basic subscription is available only to the Primary Cashback Credit Card Member. Offer is limited to one BINGE Basic subscription per month per Card Account holder. BINGE Basic subscription is currently AU\$10 per month.

The offer is not available via third party billers, establishment or payment processors, or in conjunction with other BINGE offers. Credit is not redeemable for cash or other payment form. Offer valid at Australian website only.

B. Credit

Credit should be applied to your Card Account within 5 business days from when the BINGE subscription is billed, however this can take up to 90 days. Credit is not redeemable for cash or other payment forms. Credit may be reversed if the transaction is subsequently cancelled or refunded.

If your Card is suspended or cancelled the credit will not be applied to your Card Account.

C. Your Account Payments

Your Card Account must be in good standing in order to receive the BINGE statement credit. You must continue to make all payments to your Card Account when they are due. If you don't, the credit may not be applied to your Card Account.

D. Fraud / Gaming / Glitches

American Express reserves the right to suspend or cancel the offer if any fraud or gaming by users, technical failure or any other factors outside our control impairs the integrity or proper functioning of the offer which may result in any loss or damage to American Express. We will try to give you reasonable notice of any such incident and take reasonable steps to ensure you are not unfairly impacted if the incident is due to something we have done or failed to do.

American Express reserves the right, at its sole discretion, to disqualify an individual from this or future offers if they are suspected of fraud, gaming or are in breach of any of the Terms.

E. Changes

American Express reserves the right to vary any eligibility criteria or Terms. We will provide notice if we do so.

F. Privacy & Security

We may use your personal information such as name, account number and transaction information to manage your participation in the offer and track your spend. We will only ever use your personal information strictly in accordance with the American Express
Online Privacy Statement.

Sign up to BINGE also requires acceptance of, and use of the BINGE service will be in accordance with, the <u>BINGE Privacy Policy</u> and <u>Data Collection Statement</u>.