LG WASHING MACHINE FASHION REWARD CONSUMER PROMOTION

FULL TERMS AND CONDITIONS

- 1. Information on how to enter forms part of these Terms and Conditions ("Terms"). Entry into this promotion is deemed acceptance of these Terms by each entrant.
- 2. Any costs associated with entering the promotion, including accessing the promotional website, are the responsibility of each entrant.
- 3. Subject to clause 4, the promotional offer is only open to Australian residents aged 18 years and over currently residing in Australia who: (a) purchase a Participating Product during the Promotional Period from a participating retailer, (b) comply with all claim requirements, (c) submit a claim form in accordance with these Terms, and (d) who do not in any way tamper with the claim process and/or the offer and (e) whose valid entry is received and validated by the Promoter
- 4. Employees of the Promoter, their immediate families, related companies, directors, management and agencies associated with this promotion are ineligible to claim.
- 5. For the purposes of these Terms, the following definitions apply:
 - (a) **'Bonus Product'** means a bonus EFTPOS Cash Card for a value corresponding with the Purchase of the Participating Product as specified in the table below.
 - (b) 'Purchase' means purchase the Participating Product with payment in full during the Promotional Period from an Australian participating retailer. Purchase does not include: (i) rental payment plans with a term of less than 18 months; (ii) lay-buys or pre-orders; (iii) Commercial or business transactions involving the purchase of more than three (3) units total of Participating Products; (iv) purchases via eBay or similar online third party internet websites; (v) second hand products or (vi) purchases made in conjunction with any other LG offer.
 - (c) **'Promotional Period'** means 08.00am (AEDST) on 4 November 2014 to 5.00pm (AEDST) on 31 December 2014.
 - (d) **'Participating Products'** means the following LG Washing Machines:

PARTICIPATING MODELS

LG WASHING MACHINE MODEL	VALUE OF Cashcard
WD12595FD6	\$200 Cashcard
WD14130FD6	\$200 Cashcard
WD14071SD6	\$200 Cashcard
WTR10856	\$200 Cashcard
WTR10806	\$200 Cashcard

- 6. To enter the promotion, eligible entrants must:
 - (a) Purchase a Participating Product from an Australian participating retailer during the Promotional Period;
 - (b) Register their purchase by visiting <u>www.lg.com.au/fashionreward2014</u> and complete the online claim form in full in the manner required. In order to register, eligible entrants will need to enter their title, first name, surname, current residential address, serial number, current and valid email address, date of purchase and model number, name and location of the Australian participating

retailer. Eligible entrants will also be required to confirm they have read and understood these Terms;

- (c) Following registration, eligible entrants must provide a copy of the purchase receipt or tax invoice indicating the eligible entrants name and address, date of purchase and model number of the Participating Product and name and address of the Australian participating retailer by either (1) uploading a copy through the website; or (2) printing the claim form and posting both the form and the receipt or invoice to: LG Smartwasher Promotion 2014, PO Box 629; Eastern Suburbs Mail Centre, NSW 2004;
- (d) All claims must finalised and receipt received by the Promoter by 23 January 2015 to be considered;
- (e) If an entrant is unable to provide the serial number of the Participating Product at the time of submitting the online claim form as the Participating Product has not yet been delivered, the claim should still be registered by 23 January 2015. The entrant must still register all details via the online claim, minus the serial number. The claimant must within seven (7) days of the date of the delivery of the Participating Product insert their serial number online. Failure to provide the serial number within 7 days after delivery of the Participating Product may be deemed invalid. The Bonus Product will only be awarded once the Promoter receives the serial number of the Participating Product purchased along with a copy of the original purchase receipt.
- (f) Bonus product is valid for Australian delivery only. This offer cannot be used in conjunction with any other offer.
- 7. If any of the details submitted as part of the proof of purchase documentation do not match the online registration details submitted by the entrant and received by the Promoter, the entry will be deemed invalid.
- 8. The Promoter reserves the right to verify an entry with the participating retailer that issued the relevant purchase receipt.
- 9. The eligible entries received and validated by the Promoter will each receive the Bonus Product. The delivery of Bonus Products may take up to ten weeks from finalisation of a valid claim. Bonus Products will be delivered to the address supplied by entrants during the claim process. Bonus Products will be delivered to addresses in Australia only.
- 10. The Bonus Product is subject to the following Terms and Conditions:
 - (a) Cashcards may be used to purchase goods or services at retailers in Australia with "eftpos" facilities who accept the cashcard, when the gift card has enough unused value to make the purchase. Some merchants may choose not to accept the cashcard.
 - (b) There is a \$10.00 per card cancellation or replacement fee in addition to the cost of the card production.
 - (c) Cashcards require activation prior to use. Claimants must refer to the instructions provided on the back of the card to activate. The cashcard must be activated within one (1) months from the date of issue. To activate the gift card, claimants must go online to www.giftcardplanet.com.au. Claimants must enter their first name, last name, postal address, email address, claim code and card number as the requested details. Once activated, funds are available within two (2) business days.
 - (d) The cashcard is valid for twelve (12) months from the date of activation after which time it will expire.

- (e) The cashcard cannot be redeemed for cash, reloaded, returned for a refund, have their balances consolidated to a new gift card, or be replaced after expiry or have their value replaced after expiry and are not legal tender, account cards, credit or debit cards or securities.
- (f) Cashcards will be deemed void if they are defaced, mutilated, altered or tampered with in any way.
- 11. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
- 12. Entrants can only enter in their own name. The Promoter reserves the right to request all entrants to produce (within a reasonable period of time) appropriate photo identification or other documentation (to the Promoter's reasonable satisfaction) in order to confirm each entrant's identity, age, residential address and email address, eligibility to enter and any information submitted by the entrants in entering the promotion, before issuing the Bonus Product. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or an entry has not been verified or validated to the Promoter's satisfaction within the time requested, that entrant's entry will become invalid.
- 13. If any Bonus Product becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar Bonus Product of equal or greater value will be awarded in lieu, subject to the approval of relevant regulatory authorities.
- 14. The Promoter and its associated agencies and companies (including their respective officers, employees and agents) shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with this offer or using the Bonus Product, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
- 15. Certain legislation may imply warranties or conditions or impose obligations upon the Promoter which cannot be, or may only be to a limited extent, excluded, restricted or modified. These Terms must be read subject to those statutory provisions. These Terms will not affect any statutory rights that a claimant may have.
- 16. The Promoter reserves the right to disqualify any entrant for tampering with the entry process, submitting an entry which is not in accordance with these Terms or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
- 17. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
- 18. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to entrant's or any other person's mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
- 19. If for any reason this promotion is not capable of running as planned because of infection by computer virus, bugs, tampering, unauthorised intervention, technical failures or any other causes beyond the reasonable control of the Promoter 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 modify or delay the

promotion, subject to any written directions made under applicable State or Territory legislation.

- 20. Caution: any attempt to deliberately damage the Promoter's promotional website or the information on the website, to cause malicious damage or interference with the normal functioning of the website, or to otherwise undermine the legitimate operation of this promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to seek damages to the fullest extent permitted by law. If the Promoter suffers loss or incurs any costs in connection with any breach of these conditions of entry or any other legal obligation by an entrant, the entrant agrees to indemnify the promoter for those losses, damages and costs.
- 21. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
- 22. The Promoter collects personal information about entrants to include entrants in the promotion, awarding the Bonus Product, and for direct marketing and publicity purposes. If the personal information requested is not provided, the entrant may not be eligible to participate in the promotion or LG may not be able to award the Bonus Product. By participating in the promotion, the entrant consents to the use of their personal information for the purposes disclosed above, which will involve storage of their personal information on the Promoter's database and expressly consents to the Promoter using the information for future promotional, marketing and publicity purposes including contacting entrant in the future with information on special offers or provide entrant with marketing materials via any medium including mail, telephone and commercial electronic messages (SMS (Short Message Service), MMS (Multimedia Message Service), IM (Instant Messaging) and email) or any other form of electronic, emerging, digital or conventional communications channel whether existing now or in the future. Entrants will have the right to opt out of receiving any receiving direct marketing material.
- 23. The Promoter may share information with its related companies, with third parties for the purpose of fulfilling the terms of the promotion, and promotional partners who may contact entrants with special offers in this way, both within Australia and overseas. The Promoter may also share the personal information collected with its related companies overseas and the entrant consents to the use and disclosure of their personal information to any such overseas entities. Entrants can also gain access to, update, correct or destroy any personal information, make a complaint about a breach of privacy, or opt out of receiving any communications by contacting the Promoter at the address below.
- 24. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected may be obtained at http://www.lg.com/au/privacy or by contacting the Promoter.
- 25. The Promoter is LG Electronics Australia Pty Ltd ABN 98 064 531 264 of 2 Wonderland Drive Eastern Creek NSW 2766.