"Energy Efficient Refrigerator Promo Q3 15" TERMS AND CONDITIONS

Eligibility

- 1. Information on how to enter and the prize form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
- 2. This Promotion is only open to Australian residents currently residing in Australia aged 25 years of age or older, who submit an entry in accordance with these Terms and Conditions.
- 3. To be eligible, entrants must (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 and agree to submit their entry into the draw.
- 4. Employees, directors and/or officers (and their immediate family members and members of their households) of the Promoter or of its subsidiaries or related companies and retailers or agencies associated with the Promotion, 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.

Definition

- 5. For the purposes of these Terms and Conditions, the following definitions apply:
 - a) 'Prize Pool' means five (5) LG 3kw MonoX Neon Solar Systems (each referred to as an "LG Solar System")plus installation with a value up to AUD\$8500 each (before rebates). The total value of the Prize Pool at the time of printing is valued at up to AUD\$42,500(before rebates). The Promoter accepts no responsibility for any variation in the value of the Prize Pool from that stated in these Terms and Conditions.
 - b) **'Prize**' and '**Prizes**' refer to the items that comprise the Prize Pool. The prize is not exchangeable and cannot be taken as cash.
 - c) '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.
 - d) 'Promotional Period' means 08.00am (AEST) on 19 August 2015 to 5.00pm (AEDST) on 02November, 2015. Entries close 16 November 2015
 - e) 'Participating Products' means the following LG Refrigerators:
 - GN-W450USL
 - GN-W450UPL
 - GN-450UWL
 - GB-450UPL
 - GT-442BPL
 - GT-442BWL
 - GT-332MPL

How to Enter

- 6. The promotion commences 08.00am (AEST) on 19 August 2015 to 5.00pm (AEDST) on 02 November, 2015 ("**Promotion Period**"). Entries will be deemed to be received at the time of receipt by the Promoter and not at the time of transmission by the entrant.
- 7. To enter entrants must purchase a Participating Product during the Promotional Period from a participating retailer, and complete the entry form at www.LG.com.au/4starpromo2015
- 8. Only one (1) entry is permitted per Purchase.

Prize and Draw

- 9. Entries will be divided into the following 5 state/territory groupings:
 - i. NSW/ACT
 - ii. VIC/TAS
 - iii. QLD
 - iv. NT/SA
 - v. WA

The first valid entry drawn for each of the 5 groups will win one Prize.

- 10. Each Prize will be delivered free of charge to any Australian address no later than twenty eight (28) business days after an address has been provided.
- 11. Each Prize includes an LG Solar System plus installation of the LG Solar System up to the value of \$8500. Any additional costs associated with the Prize are not included and are at the winners' expense.

The awarding of the prize is conditional upon the prize winner agreeing to sign over Small scale Technology Certificates (STC's), also commonly known as the "government rebate" received as a result of the installation to the installer.

- 12. At the discretion of LG, the prize may be transferable. No alternative prize or value of the prize will be awarded.
- 13. This is a game of chance and the winner(s) will be drawn randomly. The draw will take place at The Consortium Centre, 1 Basalt Road, Pemulwuy, NSW 2145 on 20 November 2015 at 2.00pm AEST. The Promoter may draw additional reserve entries and record them in the case of an invalid entry or ineligible entrant being drawn.
- 14. The winner will be notified by telephone within two (2) business days of the draw and in writing no later than eight (8) business days after their address has been provided to the promoter of the draw. Winner will be required to provide their name, email address and delivery address in order to receive the prize. The winner's name will be published on the LG Australia and associate websites and the winner will also be acknowledged on LG Australia's social media sites including Facebook: www.facebook.com/LGAustralia on 24 November 2015.

Promoter's Right to Redraw

15. The Promoter reserves the right to redraw in the event of an entrant being unable to satisfy these promotion terms and conditions or forfeiting or not claiming a prize. For each prize that remains unclaimed a redraw will be held on 22February 2016 at the same time and place as the original draw, subject to any direction given under applicable law. Any winners determined in accordance with this clause will be notified by telephone within two (2) business days of the draw and in writing no later than eight (8) business days after their address has been provided to the promoter of the draw. Winner will be required to provide their name, email address and delivery address in order to receive the prize. The winner's names will be published on the LG Australia website on the 24 February 2016.

Promoter's Rights and Liabilities

- 16. The Promoter reserves the right, at any time, to verify the validity of entries and entrants (including an entrant's identity, age and place of residence).
- 17. The Promoter accepts no responsibility for any loss incurred in the event that the Promotion is cancelled for any reason beyond the control of the Promoter.
- 18. The Promoter accepts no responsibility for any tax implications that may arise from winning of the prize. Independent financial advice should be sought.
- 19. The Promoter is not responsible for any problems or technical malfunction of any telephone network or lines, computer on-line systems, computer equipment, software, technical problems or traffic congestion on the Internet or at any web site, or any combination thereof, including any injury or damage to participants or any other person's computer related to or resulting from participation in or down-loading any materials in this promotion.
- 20. The Promoter and its associated agencies and companies, 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 as a consequence of the use and enjoyment of the prize, except for any liability which cannot be excluded by law (in which case liability will be limited to the minimum allowable by law).
- 21. To the extent permitted by law, the winner will exclude, release and forever discharge the Promoter and all other persons involved in the conduct of the promotion and organisation of any component of the prize, and their respective employees, agents, sub-contractors, consultants (including employees of those sub-contractors and consultants) directors, officers and sub-licensees from all liability for claims, loss, damage, costs or expenses (whether arising under stature, from negligence, personal injury, death, property damage infringement of third party rights or otherwise) arising from or in connection with use of the prize.
- 22. Certain legislation implies warranties or conditions or imposes obligations upon the Promoter which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions must be read subject to those statutory provisions and will not affect any statutory rights that an entrant may have which cannot be excluded by law.
- 23. The Promoter reserves the right, in its sole discretion, to disqualify any individual for: tampering with the entry process; acting in violation of these terms and conditions; acting in an unsportsmanlike or disruptive manner; or acting with the intent to annoy, abuse, threaten or harass any other person.
- 24. The Promoter reserves the right to conduct a security validation check at its absolute discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
- 25. The Promoter reserves the right to contact an entrant at any time after receiving an entry, during or after the Promotional Period or after the prize draw.
- 26. The result of the prize draw is final and binding and no correspondence will be entered into. No responsibility is accepted for late, lost, incorrectly submitted, corrupted or misdirected entries whether due to error, omission, alteration, tampering, deletion, theft, destruction, transmission interruption, communications failure or otherwise.
- 27. If the prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.

Entry Details and Privacy

- 28. Entrants consent to the Promoter using the entrant's name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this competition (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
- 29. The winner's name will be published as required under the relevant legislation. The Promoter collects personal information about entrants to include entrants in the promotion 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. 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.
- 30. 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.
- 31. 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.

Promoter's Details and Permit Numbers

- 32. The Promoter is LG Electronics Australia Pty Limited (ABN 98 064 531 264) of 2 Wonderland Drive, Eastern Creek, NSW 2766. Telephone: 02 8805 4000.
- 33. Authorised under NSW PERMIT NO. LTPS/15/05280, ACT PERMIT NO. TP 15/06577, SA PERMIT NO. T15/1197.