

## LG & Château Tanunda Side by Side Fridge 2023 BONUS WINE OFFER

### FULL TERMS AND CONDITIONS

#### Details

<b>Promotion</b>	<p>The “<b>Promotion</b>” is the <b>LG &amp; Château Tanunda Side by Side Fridge 2023 Bonus Wine Offer</b> being run by LG Electronics Australia Pty Ltd (ABN 98 064 531 264) (<b>LG Electronics</b>) as the supplier of the Participating Products and the NT Bonus and Australian Food and Beverage Pty Limited, trading as Château Tanunda (ABN 64 003 376 985) under its Liquor Licence No. 51203627 (the <b>Bonus Gift Supplier</b>) as the supplier of the Bonus.</p> <p>Participating Products are offered and supplied by LG Electronics, the Bonus is offered and supplied by the Bonus Gift Supplier and the NT Bonus is offered and supplied by LG Electronics.</p> <p>Subject to these Terms, claimants who make an Eligible Purchase during the Promotion Period may be eligible to receive a bonus.</p>
<b>Contact details</b>	<p><b>LG Electronics:</b> 2 Wonderland Drive, Eastern Creek NSW 2766. Phone: 1300 138 540   Email: lgpromotions@campaign.net.au</p> <p><b>Bonus Gift Supplier:</b> PO Box 316, Tanunda SA 5352, Australia. Tel: +61 8 8563 3888</p>
<b>Promotion Period</b>	<p>The Promotion commences at 12:01am (Sydney time) on 2<sup>nd</sup> February 2023 and closes at 11:59pm (Sydney time) on 5<sup>th</sup> April 2023 or while stocks of Participating Products last (“<b>Promotion Period</b>”). The Promotion Period may be extended at LG Electronics’ absolute discretion.</p>
<b>Who can participate?</b>	<p>To be eligible to claim a bonus, each claimant must:</p> <ol style="list-style-type: none"> <li>a. be an Australian resident currently residing in Australia;</li> <li>b. be aged 18 years or over and meet the legal requirements to purchase alcohol in their state or territory;</li> <li>c. make an Eligible Purchase during the Promotion Period; and</li> <li>d. comply with these Terms.</li> </ol> <p>For the purposes of these Terms:</p> <ol style="list-style-type: none"> <li>a. “<b>Eligible Purchase</b>” means the purchase of a Participating Product from a Participating Outlet that is paid for in full during the Promotion Period. Eligible Purchases do not include: <ol style="list-style-type: none"> <li>i. rental payment plans under 18 months;</li> <li>ii. lay-bys that are not paid in full within the Promotion Period;</li> <li>iii. commercial or business transactions involving the purchase of more than three (3) units of Participating Products;</li> <li>iv. purchases via eBay or other online bidding or auction system;</li> <li>v. the purchase of second hand products or ex display stock;</li> <li>vi. purchases other than from a Participating Outlet; or</li> <li>vii. purchases made in conjunction with any other LG offer.</li> </ol> </li> <li>b. “<b>Participating Outlet</b>” means an outlet that operates in Australia and is authorised by LG Electronics to supply Participating Products.</li> </ol>

<b>Bonus &amp; Participating Products</b>	<p>(a) The Bonus Gift Supplier offers eligible claimants in each state and territory other than NT, one (1) Château Tanunda Grand Barossa Wine Gift as specified in the table below per Eligible Purchase (“<b>Bonus</b>”).</p> <p>(b) LG Electronics offers eligible claimants in NT one (1) Visa Digital Gift Card as specified in the table below per Eligible Purchase (“<b>NT Bonus</b>”).</p> <p>(c) If the Bonus or the NT Bonus become unavailable for any reason beyond the reasonable control of LG Electronics or the Bonus Gift Supplier, the Bonus or the NT Bonus (as applicable), will be substituted with a similar item of equal or greater value.</p> <p>“<b>Participating Products</b>” means the selected range of LG Side by Side Refrigerators specified in the table below. The Participating Products are subject to stock availability.</p> <table border="1" data-bbox="387 483 1426 1128"> <thead> <tr> <th>Participating Products</th> <th>RRP</th> <th>Gift</th> <th>Gift RRP</th> </tr> </thead> <tbody> <tr> <td>GS-B655WL</td> <td>\$2,279</td> <td rowspan="8">Château Tanunda Grand Barossa 6 Bottles supplied by the Bonus Gift Supplier and as selected by the claimant at redemption (Shiraz or Chardonnay, no mixed cases)  NT alternative \$165 VISA Digital Gift Card supplied by LG Electronics.</td> <td rowspan="8">\$165 inc \$15 delivery</td> </tr> <tr> <td>GS-B655PL</td> <td>\$2,279</td> </tr> <tr> <td>GS-B655MBL</td> <td>\$2,399</td> </tr> <tr> <td>GS-N635PL</td> <td>\$2,759</td> </tr> <tr> <td>GS-N635MBL</td> <td>\$2,879</td> </tr> <tr> <td>GS-L635PL</td> <td>\$2,879</td> </tr> <tr> <td>GS-L635PLF</td> <td>\$2,999</td> </tr> <tr> <td>GS-L635MBL</td> <td>\$2,999</td> </tr> <tr> <td>GS-D635PLC</td> <td>\$3,119</td> <td rowspan="6">Château Tanunda Grand Barossa 12 Bottles supplied by the Bonus Gift Supplier and as selected by the claimant at redemption. (consumers may elect to claim 2x cases (6 bottles) of Shiraz or Chardonnay or 1x case of each).  NT alternative \$330 VISA Digital Gift Card supplied by LG Electronics.</td> <td rowspan="6">\$330 inc \$30 delivery</td> </tr> <tr> <td>GS-D635MBLC</td> <td>\$3,239</td> </tr> <tr> <td>GS-VB655PL</td> <td>\$2,999</td> </tr> <tr> <td>GS-VB655MBL</td> <td>\$3,119</td> </tr> <tr> <td>GS-V635PLC</td> <td>\$3,479</td> </tr> <tr> <td>GS-V635MBLC</td> <td>\$3,599</td> </tr> </tbody> </table>	Participating Products	RRP	Gift	Gift RRP	GS-B655WL	\$2,279	Château Tanunda Grand Barossa 6 Bottles supplied by the Bonus Gift Supplier and as selected by the claimant at redemption (Shiraz or Chardonnay, no mixed cases)  NT alternative \$165 VISA Digital Gift Card supplied by LG Electronics.	\$165 inc \$15 delivery	GS-B655PL	\$2,279	GS-B655MBL	\$2,399	GS-N635PL	\$2,759	GS-N635MBL	\$2,879	GS-L635PL	\$2,879	GS-L635PLF	\$2,999	GS-L635MBL	\$2,999	GS-D635PLC	\$3,119	Château Tanunda Grand Barossa 12 Bottles supplied by the Bonus Gift Supplier and as selected by the claimant at redemption. (consumers may elect to claim 2x cases (6 bottles) of Shiraz or Chardonnay or 1x case of each).  NT alternative \$330 VISA Digital Gift Card supplied by LG Electronics.	\$330 inc \$30 delivery	GS-D635MBLC	\$3,239	GS-VB655PL	\$2,999	GS-VB655MBL	\$3,119	GS-V635PLC	\$3,479	GS-V635MBLC	\$3,599
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<b>Making a claim</b>	<p>To make an eligible claim, claimants must:</p> <ol style="list-style-type: none"> <li>make an Eligible Purchase during the Promotion Period;</li> <li>register their Eligible Purchase on or prior to 19<sup>th</sup> April 2023 by visiting <a href="http://lg.com/au/promotions">lg.com/au/promotions</a> and completing the online claim form in full, including by providing the following details (as specified): <ol style="list-style-type: none"> <li>title, first name, surname (which must match any customer name on the purchase receipt or tax invoice);</li> <li>residential address;</li> <li>date of birth. Note the Bonus Gift will not be delivered without adequate proof that the recipient is over 18 years of age;</li> <li>delivery address;</li> <li>current and valid email address;</li> <li>serial number of the Participating Product (if available at time of registration);</li> <li>model number of the Participating Product;</li> <li>date of purchase;</li> <li>name and location of the Participating Outlet; and</li> <li>if applicable, wine selection</li> </ol> </li> </ol> <p>Claimants will also be required to confirm they have read and understood these Terms.</p> <ol style="list-style-type: none"> <li>at time of registration, provide a receipt or tax invoice for the purchase of the Participating Product (that includes the claimant’s name and address, date of purchase, name and model number of the Participating Product and name and address of the Participating Outlet from which the Eligible Purchase was made) by: <ol style="list-style-type: none"> <li>uploading a copy to the redemption website at <a href="http://lg.com/au/promotions">lg.com/au/promotions</a>; or</li> <li>printing the claim form and posting both the form and the receipt or invoice to: LG &amp; Château Tanunda Fridge Wine Promotion, PO Box 603 Eastern Suburbs Mail Centre, NSW 2004</li> </ol> </li> <li>provide the serial number of the Participating Product to LG Electronics: <ol style="list-style-type: none"> <li>within 14 days of taking delivery of the Participating Product;</li> </ol> </li> </ol>																																				

	<p>ii. within 14 days from receiving notice from LG Electronics that an invalid or incorrect serial number has been provided, and in any event by 30<sup>th</sup> June 2023.</p> <p>Claims may only be made by the purchaser named on the purchase receipt or tax invoice for the Eligible Purchase.</p>
<b>Delivery</b>	<p>The Bonus will be delivered by the Bonus Gift Supplier. Delivery of the Bonus by the Bonus Gift Supplier may take up to 8 weeks from validation.</p> <p>The NT Bonus will be delivered by LG Electronics. Delivery of the NT Bonus may take up to 8 weeks from validation.</p>
<b>Prize restrictions</b>	<p>a. This Promotion is not valid in conjunction with any other offer or promotion (to the extent permitted by law).</p> <p>b. The Bonus is subject to the terms and conditions of Château Tanunda. Those terms and conditions are available at <a href="http://chateautanundacellar.com/terms-condition/">chateautanundacellar.com/terms-condition/</a>. LG Electronics does not accept any responsibility and is not liable for any loss (including but not limited to indirect or consequential loss), damage or injury suffered by any claimant as a result of the conduct of Château Tanunda.</p> <p>c. The NT Bonus is subject to the terms and conditions for Virtual Cards available at <a href="http://onlyonegiftcard.com.au/terms-conditions/">onlyonegiftcard.com.au/terms-conditions/</a></p>
<b>Privacy Policy</b>	<p>LG Electronics' Privacy Policy can be found at <a href="http://lg.com/au/privacy">lg.com/au/privacy</a></p> <p>The Bonus Gift Supplier's Privacy Policy can be found at <a href="http://chateautanunda.com/privacy">chateautanunda.com/privacy</a></p>

#### Conditions of entry

- Information about the Promotion, including the matters in 'Details' above, and how to claim the Bonus forms part of these Terms and Conditions ("Terms"). Participation in this Promotion is deemed acceptance of these Terms.

#### Claims

- Neither LG Electronics nor the Bonus Gift Supplier accept responsibility for inaccurate or incorrect information provided in connection with this Promotion. Claimants are responsible for notifying LG Electronics or the Bonus Gift Supplier of any changes to contact or mailing details that are provided to LG Electronics or the Bonus Gift Supplier.
- All claims are deemed to be received at the time of receipt by LG Electronics or the Bonus Gift Supplier (and not the time of transmission by the claimant). Records of LG Electronics, the Bonus Gift Supplier and their agencies are final and conclusive as to the time of receipt.

#### Verification and invalid claims

- Claims that do not comply with these Terms are invalid and may not be accepted.
- Neither LG Electronics nor the Bonus Gift Supplier are responsible for receipt of incomplete, damaged, incomprehensible, indecipherable or illegible claims. All such claims may be deemed invalid.
- Claims that include errors or omissions may be accepted at the discretion of LG Electronics and the Bonus Gift Supplier (as applicable).
- If any of the details in the purchase receipt or tax invoice for the Eligible Purchase do not match the information received by LG Electronics in accordance with these Terms, the entry may be deemed invalid.
- Claims may be subject to verification by LG Electronics and the Bonus Gift Supplier. Claimants must, within a reasonable period specified by LG Electronics or the Bonus Gift Supplier, produce to LG Electronics (or its nominated agent) or the Bonus Gift Supplier any documents or evidence that may be required (including photo identification or other documentation) to verify the claimant's identity, age, residential address and email address, purchase receipt or tax invoice, compliance with these Terms, eligibility to claim and any other information provided in the course of participating in the Promotion.
- LG Electronics and the Bonus Gift Supplier reserve the right to verify proof of purchase with Participating Outlets.
- Bonuses will only be awarded to claimants following any validation and verification that LG Electronics or the Bonus Gift Supplier require in their sole discretion. If documentation requested is not received by LG Electronics

(or its nominated agent) or the Bonus Gift Supplier or a claim has not been verified or validated to LG Electronics' or the Bonus Gift Supplier's reasonable satisfaction within the time requested, that claimant's entry will be invalid. Verification is at the discretion of LG Electronics or the Bonus Gift Supplier (as applicable), whose decision is final.

11. LG Electronics and the Bonus Gift Supplier may at their absolute discretion, disqualify any claimant who:
  - a. has breached these Terms;
  - b. provides false information or fails to provide information in accordance with these Terms;
  - c. has submitted a claim which is not in accordance with these Terms;
  - d. LG Electronics or the Bonus Gift Supplier has reason to believe:
    - i. is not the original claimant;
    - ii. has forged, manipulated, interfered or tampered with, or appeared to benefit from forging, manipulating, interfering or tampering with, the Promotion;
    - iii. has engaged in conduct that is fraudulent, unlawful, misleading or deceptive, or other conduct that interferes with the fair and proper conduct of the Promotion; or
  - e. does anything that may adversely affect the name or reputation of the Bonus Gift Supplier or LG Electronics or any of its related entities or of the agencies or companies associated with this Promotion.

The decision of LG Electronics or the Bonus Gift Supplier is final and no correspondence will be entered into. Failure by LG Electronics or the Bonus Gift Supplier to enforce any of their rights at any stage does not constitute a waiver of those rights.

12. LG Electronics and the Bonus Gift Supplier reserve the right to reclaim a bonus if any of the Participating Products are returned after the claim has been fulfilled, except where the product is returned under a manufacturer's warranty or non-excludable consumer rights under the *Competition and Consumer Act 2010 (Cth)*.

#### **Notice and Delivery of Bonus**

13. LG Electronics and the Bonus Gift Supplier will notify claimants of their entitlement to a Bonus or a NT Bonus using the contact details provided by the claimant.
14. Bonuses will be delivered to Australian addresses only. Neither LG Electronics nor the Bonus Gift Supplier is liable in respect of any delivery that is dispatched before any change of delivery address is notified.
15. Delivery of the Bonus or NT Bonus may take up to the time specified in the Details. Neither LG Electronics nor the Bonus Gift Supplier is responsible for any delays in delivery outside its control.
16. If a Bonus or a NT Bonus is delivered or provided by a third party supplier, neither LG Electronics nor the Bonus Gift Supplier accept any responsibility or liability for any delay or failure by the third party to deliver the bonus, any loss or damage to the bonus, any failure relating to the bonus or failure by the third party supplier to meet any obligations under these Terms or otherwise.

Personal details and delivery address provided are final upon submission. Any packages that need to be reshipped due to incorrect details, or left unclaimed at a post office, will be charged an additional fee for reshipping.

The person receiving delivery must meet the requirements of alcohol delivery laws in place in their state or territory.

## Liability

17. Nothing in these Terms excludes, limits or modifies, or purports to exclude, limit or modify any consumer rights (including statutory guarantees, implied warranties and conditions) under any statute, including but not limited to the Competition and Consumer Act 2010 (Cth) or any other statute that may not be lawfully excluded, limited or modified by agreement.
18. Except for any liability that cannot be excluded by law, LG Electronics and the Bonus Gift Supplier (including their officers, employees and agents) exclude all liability (including negligence) for any personal injury, or any loss or damage (including loss of opportunity), whether direct, indirect, special or consequential, arising in any way out of the Promotion, including, but not limited to that arising out of the following:
  - a. any technical difficulties or equipment malfunction (whether or not under LG Electronics' or the Bonus Gift Supplier's control), including any omission, interruption, deletion, defect, delay in operation or transmission, communications line or telephone, mobile or satellite network failure, technical problems or traffic congestion on the internet or website or software failure;
  - b. acts or omissions (including negligent acts or omissions) of LG Electronics' or the Bonus Gift Supplier's employees, agents or third parties involved in the conduct of this Promotion;
  - c. any third party interference or unlawful act;
  - d. any loss or damage to any computer related to or resulting from participation in this Promotion, downloading any materials in connection with the Promotion or use of a bonus, including loss arising from a security breach, theft or destruction;
  - e. any conduct or event that is beyond the reasonable control of LG Electronics or the Bonus Gift Supplier;
  - f. any variation in the value of a bonus;
  - g. any tax liability incurred by a claimant; or
  - h. any receipt, taking, acceptance or use of a bonus.
19. Neither LG Electronics nor the Bonus Gift Supplier will be responsible for any incorrect, inaccurate or incomplete information communicated to LG Electronics or the Bonus Gift Supplier in the course of, or in connection with, this Promotion.
20. LG Electronics and the Bonus Gift Supplier accept no responsibility for claims or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted.
21. If this Promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated for any reason, including but not limited to a Force Majeure Event, any infection by computer virus, bugs, tampering, unauthorised intervention or technical failures, LG Electronics and the Bonus Gift Supplier reserve the right, at its sole discretion to modify, suspend, terminate or cancel the Promotion (subject to any regulatory requirements).

**Force Majeure Event** means any cause outside LG Electronics' or the Bonus Gift Supplier's reasonable control and which could not have been prevented or avoided by the taking of all reasonable steps.
22. Any attempt to deliberately damage or interfere with LG Electronics' website or the Promotion website, to cause malicious damage or interference with the normal functioning of LG Electronics' 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, LG Electronics reserves the right to seek damages to the fullest extent permitted by law in respect of such conduct.
23. If LG Electronics or the Bonus Gift Supplier suffers loss or incurs any costs in connection with any breach of these Terms the claimant agrees to indemnify LG Electronics or Bonus Gift Supplier for those losses, damages and costs.
24. Failure by LG Electronics or the Bonus Gift Supplier to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Collection and use of personal information

25. LG Electronics and the Bonus Gift Supplier collect personal information from claimants for the purposes of the conduct of this Promotion and for future promotional, marketing and publicity purposes, including to contact claimants to provide information about special offers or other marketing materials via any medium. Claimants consent to the collection, storage and use of their personal information for these purposes.
26. LG Electronics may disclose personal information to:
  - a. its related companies and to third parties (including promotional partners, contractors and agents) both within Australia and overseas for the purposes of the conduct of this Promotion;
  - b. its related companies and promotional partners both within Australia and overseas for promotional, marketing and publicity purposes who may use that personal information to provide information about special offers or other marketing materials via any medium.

27. By participating in this Promotion, claimants consent to the collection, storage, use and disclosure of their personal information by LG Electronics and the Bonus Gift Supplier in accordance with these Terms.
28. If personal information requested by LG Electronics or the Bonus Gift Supplier in the course of conducting this Promotion is not provided, the claimant may not be eligible to participate in the Promotion and/or LG Electronics or the Bonus Gift Supplier may not be able to provide the bonus.
29. Claimants may obtain access to, update, correct or require destruction of personal information held by LG Electronics or the Bonus Gift Supplier, make a complaint about a breach of privacy, or opt out of receiving any communications by contacting LG Electronics or the Bonus Gift Supplier (as applicable) at the addresses specified in the Details.
30. A copy of LG Electronics' Privacy Policy in relation to the treatment of personal information may be obtained at <http://www.lg.com/au/privacy> or by contacting LG Electronics. A copy of the Bonus Gift Supplier's Privacy Policy in relation to the treatment of personal information may be obtained at [chateautanunda.com/privacy](http://chateautanunda.com/privacy) or by contacting the Bonus Gift Supplier.

### **General**

31. Any costs associated with entering the Promotion and making a claim, including accessing the Promotion website, are the responsibility of claimants. All taxes (excluding GST) which may be payable as a consequence of receiving a bonus are the sole responsibility of the claimant. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant.
32. The bonus is not refundable, transferable or exchangeable and is not redeemable for cash. The bonus must be taken as offered and cannot be varied.
33. Claimants grant LG Electronics and the Bonus Gift Supplier and their affiliates, agents, representatives and third party promotional partners an exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide licence, with the right to grant sublicenses, to use, edit, reproduce and exploit any intellectual property associated with the claimant's participation in this Promotion by all means whatsoever (including, without limitation, reproduction in print and electronic format) for any purpose. Claimants also consent to the use by LG Electronics and the Bonus Gift Supplier and their affiliates, agents, representatives and third party promotional partners of any intellectual property associated with the claimant's participation in this Promotion, even if the use may otherwise be an infringement of any moral rights.
34. These Terms are governed by the laws of New South Wales. Claimants submit to the non-exclusive jurisdiction of the courts of New South Wales.