

# LG Refrigeration 'Cool Deal' Promo 2016 BONUS CASH CARD OFFER - UNCAPPED

## FULL TERMS AND CONDITIONS

### Eligibility

1. Information about the Offer and how to claim the Bonus Cash Card forms part of these Terms and Conditions ("Terms"). Participation in this promotion is deemed acceptance of these Terms.
2. Any costs associated with entering the promotion, including accessing the promotional website, are the responsibility of claimants.
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 Australian retail outlet, (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.
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.

### Definitions

5. For the purposes of these Terms, the following definitions apply:
  - (a) **'Bonus Cash Card'** means a cash card with the value of up to \$500 corresponding with the Purchase of the Participating Products as specified in the table below.
  - (b) **"Participating Australian Retail Outlet"** means a retailer who operates in the Australian market and who is authorised by the Promoter to make available the Offer during the Promotional Period.
  - (c) **'Purchase'** means the purchase of the Participating Products with payment in full during the Promotional Period from a participating Australian retail outlet. Purchase does not include: (i) rental payment plans under 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 other online bidding or auction; (v) second hand products or ex display stock (vi) purchases from retailers not authorised to participate in this Promotion or (vii) purchases made in conjunction with any other LG offer.
  - (d) **'Promotional Period'** means 12:01am (AEST) on 27<sup>th</sup> July, 2016 to 11:59pm (AEST) on 2<sup>nd</sup> October, 2016.
  - (e) **'Participating Products'** means the collectively the LG Refrigerators specified in the table below:

PARTICIPATING PRODUCTS (MODEL)	BONUS CASH CARD VALUE (AUD)
GP-5D906BSL, GF5D906SL, GF-725BGL	\$500
GF-5D712BSL, GF-5D712SL, GF-SD730SL GF-5L712PL	\$300
GB-W450UPLX, GB-W449UPLX, GB-450UPLX, GB-450UWLX	\$100

## **How to Claim**

6. Claims must be made by the purchaser named on the purchase receipt.
7. A limit of one (1) claim per Purchase is permitted.
8. To be eligible to claim the Bonus Cash Card, claimants must:
  - (a) Purchase the Participating Product(s) from a Participating Australian Retail Outlet during the Promotional Period;
  - (b) Register their purchase by visiting [www.lg.com.au/fridgepromo2016](http://www.lg.com.au/fridgepromo2016) and complete the online claim form in full in the manner required. In order to register, eligible claimants 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 claimants will also be required to confirm they have read and understood these Terms;
  - (c) Following registration, eligible claimants must provide a copy of the purchase receipt or tax invoice indicating the eligible claimants name and address, date of purchase and model number of the Participating Product(s) 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 'Cool Deal' Fridge Promotion 2016, PO Box 622 Eastern Suburbs Mail Centre NSW 2004
  - (d) All claims must be registered by 31<sup>st</sup> October, 2016 to be considered; and
  - (e) If a claimant 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 October 31st, 2016. The claimant 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 and finalise the claim. The Promoter reserves the right to invalidate any claims if a claimant (i) fails to provide the serial number within 7 days after delivery of the Participating Product or (ii) fails to provide a valid serial number(s) within 14 days of being notified by the Promoter that they have submitted an invalid or incorrect serial number.
9. The Bonus Cash Card 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.
10. If any of the details submitted as part of the proof of purchase documentation do not match the online registration details submitted by the claimant and received by the Promoter, the entry will be deemed invalid.
11. The Promoter reserves the right to verify an entry with the participating Australian retail outlet that issued the relevant purchase receipt.

## **Bonus Cash Card and Delivery**

12. The Bonus Cash Card is not transferable or exchangeable and cannot be taken as cash. The Bonus Cash Card must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any variation in Bonus Cash Card value. The Promoter accepts no responsibility for any tax implications that may arise from the prize winnings. Independent financial advice should be sought.
13. The Bonus Cash Card is subject to the following Terms and Conditions:
  - (a) Cash cards may be used to purchase goods or services at retailers in Australia with "eftpos" facilities who accept the cash card, when the gift card has enough

unused value to make the purchase. Some merchants may choose not to accept the cash card.

- (b) The company may, at its absolute discretion, replace a damaged, lost or stolen card for a \$15 replacement fee.
- (c) Cash cards require activation prior to use. Claimants must refer to the instructions provided on the back of the card to activate. The cash card must be activated within three (3) months from the date of issue. To activate the gift card, claimants must go online to [www.activatemycard.com.au/LG](http://www.activatemycard.com.au/LG). 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 by 12pm the following business day.
- (d) The cash card is valid for twelve (12) months from the date of activation after which time it will expire.
- (e) The cash card 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) Cash cards will be deemed void if they are defaced, mutilated, altered or tampered with in any way.

Full terms & conditions for the Bonus Cash card can be obtained at: <http://www.giftcardplanet.com.au/eftpos-cardholder-terms>

- 14. The delivery of Bonus Cash Cards may take up to ten weeks from finalisation of a valid claim.
- 15. Bonus Cash Cards will be delivered to Australian addresses only. It is the responsibility of claimants to provide the Promoter with correct contact and mailing details.

#### **Promoter's Rights and Liabilities**

- 16. The Promotion may be extended at the Promoter absolute discretion.
- 17. The Promoter reserves the right to request all claimants 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 claimant's identity, age, residential address and email address, eligibility to claim and any information submitted by the claimants in participating the promotion, before issuing the Bonus Cash Card. If the documentation required by the Promoter is not received by the Promoter (or its nominated agent) or a claim has not been verified or validated to the Promoter's satisfaction within the time requested, that claimant's entry will be invalidated.
- 18. The Promoter reserves the right to reclaim from claimants the Bonus Cash Card if any of the Participating Products are returned after the claim has been fulfilled except where the product is returned under the manufacturer's warranty or consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA").
- 19. If any Bonus Cash Card becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar Bonus Cash Card of equal or greater value will be awarded in lieu.
- 20. 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 Cash Card, except any

liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).

21. 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 including any consumer rights under the CCA. These Terms will not affect any statutory rights that a claimant may have.
22. The Promoter reserves the right to disqualify any claimant for tampering with the claim process, submitting a claim which is not in accordance with these Terms or if the claimant is engaged in any fraudulent, unlawful or other improper conduct 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.
23. 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.
24. 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 claimant'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.
25. 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.
26. 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 claimant, the claimant agrees to indemnify the promoter for those losses, damages and costs.
27. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
28. The Promoter collects personal information about claimants to process the claim for the the Bonus Cashcard, and for direct marketing and publicity purposes. If the personal information requested is not provided, the claimant may not be eligible to participate in the promotion or LG may not be able to provide the Bonus Cashcard. By participating in the promotion, the claimant 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 claimant in the future with information on special offers or provide claimant 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. Claimants will have the right to opt out of receiving any receiving direct marketing material.

29. 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 claimants 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 claimant consents to the use and disclosure of their personal information to any such overseas entities. Claimants 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.
30. 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.
31. The Promoter is LG Electronics Australia Pty Ltd ABN 98 064 531 264 of 2 Wonderland Drive, Eastern Creek NSW 2766. Tel: 1300 54 2273.