

LG OLED TV Promotion - 2015

FULL TERMS AND CONDITIONS

Eligibility

1. Information about the Offer and how to claim the Rebate 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 Chain, (b) purchase a Rebate Product(s) in accordance with these Terms (c) comply with all claim requirements and 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) "**Rebate**" means an amount deducted from the purchase price of the Rebate Product (excluding delivery or other charges) being the price of the Rebate Products or the Maximum Rebate Value, whichever is lesser. The Rebate applies to each Rebate Product(s) (maximum of 5 Rebate products) purchased (up to the rebate amount) from the same Participating Australian Retail Chain within 15 days of the date of purchase of the Qualifying Product. Rebates for products purchased under a rental payment plan 18 months or over are calculated on the total value of the rental plan or if this is not available then the recommended retail price as stated on the Promoter's website at as the date of claim validation.
 - (b) "**Participating Australian Retail Chain**" means retailers who operate under the same brand or name in the Australian market and who are authorised by the Promoter to make available the Offer during the Promotional Period.
 - (c) "**Purchase**" means the purchase of a Qualifying Product(s) in a single transaction with payment in full during the Promotional Period from a Participating Australian Retail Chain. 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 (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 (AEDST) on Monday 2nd November 2015 to Wednesday 2nd December 11.59pm (AEDST).

(e) **“Qualifying Products”** means an LG OLED TV as per table below:

Qualifying Products – Maximum Rebate Value LG OLED TV Models	
55EC930T	Up to \$250
55EG960T	Up to \$500
65EG960T	Up to \$1000

(f) **“Rebate Product (s)”** means a LG branded product within the categories set out in the table below.

Rebate Product Categories
LG TVs
LG Blu-Ray/DVD/Recorder Products
LG Home Theatres
LG Mini Audio Products
LG Micro Audio Products
LG Sound Bars
LG Music Flow Products
LG Bluetooth Speakers
LG Smartphones

Rebate Products excludes Projectors, Wearables, TV and Smartphone accessories including but not limited to Magic Remotes, 3D Glasses, Dual Play Glasses, Wall Brackets, Cabling, Skype Cameras.

How to Claim

6. Claims must be made by the purchaser named on the purchase receipt.

7. To claim the Rebate, eligible claimants must:

- Purchase a Qualifying Product from a Participating Australian Retail Chain during the Promotional Period;
- Purchase Rebate Product(s) (a limit of 5 Rebate Products applies) within 15 days of the date of purchase of the Qualifying Product. The Rebate Product must be purchased from the same Participating Australian Retail Chain as the Qualifying Product. Claimants must register their purchases by visiting www.lg.com.au/oledtvpromotion and complete the online claim form in full in the manner required. Where the claim applies to multiple Rebate Products a single claim must be submitted (multiples claims are not permitted). If the purchase price of the Rebate Product(s) is less than the Rebate value, the balance will be forfeited.
- In order to register, eligible claimants will need to enter their title, first name, surname, current residential address, serial numbers, current and valid email address, date of purchase and model number(s), name and location of the Australian participating retailer and bank account information. Eligible entrants will also be required to confirm they have read and understood these Terms;
- Following registration, eligible claimants must provide a copy of the purchase receipts or tax invoices indicating the eligible claimant's name and address, date of purchase and model number(s) of the Participating Product and Rebate 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 receipts or invoices to: LG OLED TV Promotion 2015, PO Box 601; Eastern Suburbs Mail Centre, NSW 2004

- (e) **All claims must be registered by 31 December 2015 to be considered;** and
- (f) If a claim is unable to provide the serial number of the Participating Product or Rebate Product(s) at the time of submitting the online claim form as one or both of the Products have not yet been delivered, the claim should still be registered by 31 December 2015. 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 and/or Rebate Product(s) insert their serial number online and finalise the claim. Failure to provide the serial number within 7 days after delivery of the Product may result in the claim being deemed invalid. The Rebate will only be awarded once the Promoter receives the serial number of the Participating Product and Rebate Product(s) purchased along with a copy of the original purchase receipt.

- 8. 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.
- 9. The Promoter reserves the right to verify an entry with the Participating Australian Retail Chain store that issued the relevant purchase receipt.

Rebate Payment

- 10. Eligible claims received and validated by the Promoter will receive the Rebate. Payment of the Rebate may take up to ten weeks from finalisation of a valid claim.
- 11. The Rebate will be paid by way of electronic funds transfer to an Australian bank account nominated by eligible claimants. If an eligible claimant does not hold an Australian bank account, the Promoter reserves the right to pay the Rebate by alternate method.
- 12. If an eligible claimant becomes aware that they have submitted incorrect bank account information, they must immediately notify the Promoter of the error and provide correct bank account information. If an EFT is made to a bank account which was erroneously submitted by an eligible claimant, the Promoter will attempt to reverse the EFT, which, if reversed, will be credited to the Promoter, which will then make an EFT to the eligible claimant's resubmitted bank account. If this occurs the Promoter will deduct from the amount of the Rebate any bank re-issuing or reversal fees that it incurs as a result of the eligible claimant's error. The Promoter does not warrant or represent that it will be able to effect an EFT reversal and eligible claimants agree that if they submit incorrect bank account information, and an EFT is paid to an incorrect bank account, the relevant EFT may be forfeited
- 13. The Promoter accepts no responsibility for any tax implications that may arise for the claimant in respect of the Rebate. Independent financial advice should be sought.

Promoter's Rights and Liabilities

- 14. The Promotion may be extended at the Promoters absolute discretion.
- 15. 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 paying Rebate. 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.

16. The Promoter reserves the right to reclaim from claimants the Rebate if any of the Participating Products or Rebate Product(s) is 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").
17. 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 Discount, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. 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.
19. 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.
20. 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.
21. 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.
22. 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.
23. 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.
24. All entries and any copyright subsisting in the entries become and remain the property of the Promoter.
25. The Promoter collects personal information about claimants to process the claim for the Bonus Rebate, 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 Rebate. 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.

26. 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.
27. 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.
28. 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.