

**“2022 Q1 LG ELECTRONICS AUSTRALIA SIGN UP AND WIN DRAW”  
PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. By participating, entrants agree to be bound by these Terms and Conditions. Entries that do not comply with these Terms and Conditions will not be valid.

**Eligibility and Entry**

2. Entry is only open to Australian residents.
3. Entrants under 18 years old must seek permission from their parent or guardian to enter and the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to provide evidence of their consent to the minor entering this promotion.
4. Employees, directors and/or officers (and their immediate families) of the Promoter or of its subsidiaries or related companies, prize drawers and any agencies associated with this promotion are ineligible to enter. 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.
5. Entries into the promotion open at 09:00am AEDST on **Saturday 29<sup>th</sup> January 2022** and close at 11:59pm AEDST on **Sunday 27<sup>th</sup> February 2022** (“**Promotional Period**”).
6. This promotion will consist of one (**1**) prize draw. Entrants are only eligible for one (**1**) Prize in respect of the Promotional Period.
7. To be eligible to enter, each entrant must (“**Eligibility Criteria**”):
  - a. not have an existing MyLG account prior to the Promotional Period; and
  - b. undertake the following steps during the Promotional Period:
    - i. visit <https://www.lg.com/au/SignUpandWin> and follow the prompts to the ‘Sign Up and Win’ page;
    - ii. enter their details (including full name, address, email) to create a MyLG account; and then
    - iii. click on the ‘sign up’ button to register.
8. Participation is limited to one (1) entry per person during the Promotional Period.
9. Entries are deemed to be received at the time of receipt by the Promoter. The Promoter is not responsible for entries that are not received by the Promotor, entries that are late, lost, or misdirected, or for any incorrect, inaccurate or incomplete information that is received,

including that which is caused by error occurring during transmission. The Promoter is not responsible for any problems or technical malfunction of any telephone, telephone or computer network, or lines, servers, or telephone or internet providers, traffic congestion on any phone or computer network, or any combination thereof, including any injury or damage to participants or any other person's handset or computer related to or resulting from participation or sending or receiving of any communication or of any materials in this promotion.

10. The Promoter reserves the right, at any time, to verify, and request verification of, entries and entrants (including an entrant's identity, age and place of residence and any other information relevant to entry into or participation in this promotion). Verification of entries at the discretion of the Promoter, whose decision is final. The Promoter also reserves the right, in its sole discretion, to disqualify any individual who:
  - a. the Promoter has reason to believe has breached any of these Terms and Conditions, provided false information, failed to provide relevant information, or where the Promoter considers the content of information provided is inappropriate, disrespectful or offensive;
  - b. has forged, manipulated or tampered with the promotion; or
  - c. has engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the promotion.
11. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Incomplete or indecipherable entries will be deemed invalid.
13. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant. The Promoter may in its sole discretion decide not to award a prize to a person who it reasonably suspects is not the original entrant.

#### **Draw and Prize(s)**

14. The draw will take place at The Consortium Clemenger, 1 Basalt Road, Pemulwuy NSW 2145 at 2:00pm AEDST on the date specified in the table below ("**Draw Date**"). For the avoidance of doubt, an entrant will only be eligible for a Prize in respect of the Promotional Period during which the entrant satisfied the Eligibility Criteria. Winners will be notified in writing by email within two (2) business days of the Draw Date and their names (and addresses of any winners in SA, if any) will be published online at <https://www.lg.com/au/competition-winners> on the date specified in the table below for a minimum of 28 days.

Entries Open	Entries Close	Draw Date	Publication Date	Prize Item	Prize Details	Total RRP
Saturday 29/1/22	Sunday 27/2/22	Thursday 3/3/22	Monday 7/3/22	TV	1x LG A1 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ® (OLED65A1)	\$3,576.00
				TV	1x LG A1 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ® (OLED65A1)	\$3,576.00
				TV	1x LG A1 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ® (OLED65A1)	\$3,576.00
				Laptop	LG gram Ultra-Lightweight with 16" 16:10 IPS Display and Intel® Evo™ platform (16Z90P-G.AA85A)	\$2,809.00
				Laptop	LG gram Ultra-Lightweight with 16" 16:10 IPS Display and Intel® Evo™ platform (16Z90P-G.AA85A)	\$2,809.00
				Laptop	LG gram Ultra-Lightweight with 16" 16:10 IPS Display and Intel® Evo™ platform (16Z90P-G.AA85A)	\$2,809.00
				Vacuum	Powerful Cordless Handstick with AEROSCIENCE™ Technology (A9N-FLEX)	\$999.00
				Vacuum	Powerful Cordless Handstick with AEROSCIENCE™ Technology (A9N-FLEX)	\$999.00
				Vacuum	Powerful Cordless Handstick with AEROSCIENCE™ Technology (A9N-FLEX)	\$999.00
				TV	1x LG UHD 80 Series 43 inch 4K TV w/ AI ThinQ® (43UP8000PTB)	\$876.00
				TV	1x LG UHD 80 Series 43 inch 4K TV w/ AI ThinQ® (43UP8000PTB)	\$876.00
				TV	1x LG UHD 80 Series 43 inch 4K TV w/ AI ThinQ® (43UP8000PTB)	\$876.00
				Earbuds	1x LG TONE Free FN4 Wireless Earbuds (HBS-FN4)	\$199.00
				Earbuds	1x LG TONE Free FN4 Wireless Earbuds (HBS-FN4)	\$199.00
				Earbuds	1x LG TONE Free FN4 Wireless Earbuds (HBS-FN4)	\$199.00
				Gift Card	1x \$100 Wish Gift Card	\$100.00
				Gift Card	1x \$100 Wish Gift Card	\$100.00
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			Gift Card	1x \$100 Wish Gift Card	\$100.00
			Gift Card	1x \$100 Wish Gift Card	\$100.00
				<b>Total</b>	<b>\$26,877.00</b>

15. Prizes will be drawn in the order set out in the table (in descending order of value). The first thirty (30) valid entries drawn will each win the corresponding prize, as specified under Prize Details in the table above (“Prize”).
16. If a winner of a Prize is under the age of 18 years, the prize will be awarded to the winner's nominated parent or guardian.
17. The Promoter will notify winners on how they will receive their prize at the same time they are notified of their win. Prizes will be delivered to Australian addresses only. It is the responsibility of entrants to provide the Promoter with correct contact and mailing details.
18. Subject to the unclaimed prize draw clause 23 below, if for any reason a winner does not take a Prize or a part of the prize within 3 months of a Draw Date, then the Prize or that part of the prize will be forfeited and cash will not be awarded in lieu of that prize or part of that prize. The Promoter will not be liable for a winner that cannot be contacted and no correspondence will be entered into.
19. If a Prize is unavailable for reasons beyond the Promoter’s control, 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.
20. Details of the Prizes are set out in the table above. Total prize pool value is \$26,877.00
21. Prizes are not transferable or exchangeable and cannot be taken as cash, unless otherwise advised.
22. All taxes (excluding GST) which may be payable as a consequence of receiving a prize are the sole responsibility of the winner.
23. If necessary, a second chance draw will be held on a date that is 3 months after the Draw Date (on Tuesday 7<sup>th</sup> June 2022) at the same time and place as the original draw in order to distribute any unclaimed prizes, subject to any directions from a regulatory authority. Winners of the second chance draw, if any, will be notified in writing by email within two (2)

business days of the draw and their names (and addresses of any winners in SA, if any) will be published online at <https://www.lg.com/au/competition-winners> from Wednesday 8th June 2022.

24. Redemption of the Wish Gift Card prize is subject to the terms and conditions of Woolworths Group Limited. The Promoter is not liable for any loss (including but not limited to indirect or consequential loss), damage or injury suffered by any winner as a result of the conduct of Woolworths Group Limited, except for any liability which cannot be excluded by law. Any ancillary costs associated with redeeming the Wish Gift Card are not included. Any unused balance of the Wish Gift Card will not be awarded as cash.
25. Woolworths Limited is the issuer of the Wish Gift Card but is not the Promoter and is therefore, not responsible for the prizes, products, or services under the promotion of the fulfilment of these Terms and Conditions. Woolworths Limited is responsible for the fulfilment of the terms and conditions of the WISH Gift Card. Wish Gift Cards are redeemable at participating stores only. Participating stores may change from time to time. Visit <https://giftcards.woolworths.com.au/wish-gift-card> for full card terms and conditions and for a list of participating stores.

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

26. Entrants consent to the Promoter using their 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 promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
27. If any act or omission, event or circumstance occurs which is beyond the reasonable control of the Promoter and which prevents the Promoter from complying with these Terms and Conditions, the Promoter will not be liable for any failure to perform or delay in performing its obligations and the Promoter reserves the right (subject to any applicable law and any written directions from a regulatory authority) to modify, suspend, terminate or cancel the Promotion.
28. In the event of a Force Majeure Event, the Promoter reserves the right to cancel, terminate, modify or suspend the promotion subject to any written directions from a relevant regulatory authority. **Force Majeure Event** means any cause outside the reasonable control of the affected party and which could not have been prevented or avoided by that party taking all reasonable steps.
29. If for any reason this promotion is interfered with or is not capable of running as planned, whether caused by infection by computer virus, mobile phone failure, line drop out, bugs, tampering, unauthorised intervention, fraud, technical failures or any other cause beyond the control of the Promoter which corrupt or affect the administration, security, fairness or integrity of this promotion, the Promoter reserves the right in its sole discretion, (subject to any approval or written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend this promotion.

30. **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.
31. Any cost associated with accessing the promotional website is the entrant's responsibility.
32. Nothing in these Terms and Conditions limits, excludes or modifies or purports to limit, exclude or modify the statutory consumer guarantees as provided under the Competition and Consumer Act, as well as any other implied warranties under the ASIC Act or similar consumer protection laws in the States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury, loss or damage (including loss of opportunity) whether direct, indirect, special or consequential, arising in any way out of the promotion.
33. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and excludes all liability (including negligence), for any personal injury; or any loss, damage (including loss of opportunity), personal injury or death; whether direct, indirect, special or consequential, arising in any way out of: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or prize claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in Prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by a winner or entrant; or (f) receiving, taking or using a Prize.
34. 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.
35. The Promoter collects personal information about entrants for the purposes of conducting this promotion and for direct marketing and publicity purposes (which may include disclosure to third parties). By participating in the promotion, the entrant consents to the use of the personal information provided to the Promoter for the purposes of the conduct of this promotion (including storage of their personal information on the Promoter's database) and consents to the Promoter using that information for future promotional, marketing and publicity purposes including contacting the entrant in the future with information on special offers or to provide the 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 further direct marketing

material. The Promoter may share information with its related companies, with third parties for the purposes contemplated by these Terms and Conditions, including the conduct of this promotion, and with other promotional partners who may contact entrants with special offers in this way, both within Australia and overseas. The Promoter may also share personal information with its related companies overseas. Entrants consent to the use and disclosure of their personal information to any such overseas entities. Entrants can 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. 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.

36. Any dispute relating to this promotion must, prior to a person initiating litigation, be dealt with as follows. The affected person ("complainant") will notify the Promoter of the details of the dispute in writing and within 14 days of receiving this notice, the complainant and a representative of the Promoter will meet by videoconference to attempt to resolve the dispute. If unresolved within 30 days after that meeting, the dispute will be escalated to a more senior manager at the Promoter not directly involved in the promotion, who will investigate the dispute and meet by videoconference with the complainant to further attempt to resolve the dispute. If still unresolved within a further 14 days of being escalated, then the senior manager of the Promoter will make a final and binding decision subject to any legal proceedings initiated by the complainant.
37. 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 ("Promoter").

Authorised under NSW Authority No. TP/01444. ACT Permit No. TP 22/00074 SA Permit No. T22/22