

## **“LG ELECTRONICS AUSTRALIA RATE AND WIN REVIEW DRAW” PROMOTION**

### **TERMS AND CONDITIONS**

1. Information on how to enter and the prize(s) form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.

#### **Eligibility and Entry**

2. Entry is only open to Australian residents.
3. Entrants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms and Conditions. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of 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 and 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 1<sup>st</sup> cousin.
5. Entries into the promotion open on Monday 18<sup>th</sup> January 2021 and close at 11:59pm AEDST on Sunday 18<sup>th</sup> July 2021 (“**Promotional Period**”).
6. To be eligible to enter, individuals must undertake the following steps during the Promotional Period:
  - Visit <https://www.lg.com/au/rate-and-win> and follow the prompts to the competition ‘Rate and Review’ page;
  - Individuals must select a participating LG model listed on the ‘Rate and Review’ page that they have purchased and/or used and rate and review their experience of the LG product when prompted; and then
  - Submit their review.
7. Only one (1) entry is permitted per person per LG product reviewed under clause 6.
8. Entries are deemed to be received at the time of receipt by the Promoter. The Promoter is not responsible for receipt of incorrect, inaccurate or incomplete information caused by an entrant or 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.
9. 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) and reserves the right, in its sole discretion, to disqualify any individual who the Promoter has reason to believe has breached any of these Terms and Conditions, deems their content to be inappropriate, disrespectful or offensive, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper

conduct of the promotion. 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.

10. Incomplete or indecipherable entries will be deemed invalid.
11. 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.

#### **Draw and the Prize**

12. There will be thirteen (13) draws conducted for this promotion numbered from "Draw 1" through to "Draw 13". Entries open at **12:00am** and close at **11:59pm AEDST** for each Draw on the dates specified in the table below. All draws will take place at The Consortium Clemenger, 1 Basalt Road, Pemulwuy NSW 2145 at 2pm **AEDST** on the dates specified in the table below. **Entries in each Draw will NOT be entered into any subsequent Draws.** Winners will be notified in writing by email within two (2) business days of the relevant Draw and their names will be published online at <https://www.lg.com/au/competition-winners> on **the dates specified in the table below:**

Draw	Entries Open	Entries close	Draw date	Publication date	Prize Details	Total RRP
<b>Draw 1</b>	18/01/2021	31/01/2021	5/02/2021	9/02/2021	x1 <u>706L French Door Fridge, Matte Black (GF-V706MBL)</u> x5 <u>25L Smart Inverter Microwave Oven (MS2596OS)</u>	1 x \$5,639 5 x \$299 TOTAL: \$7,134
<b>Draw 2</b>	1/02/2021	14/02/2021	19/02/2021	23/02/2021	x1 <u>706L French Door Fridge, Matte Black (GF-V706MBL)</u> x5 <u>25L Smart Inverter Microwave Oven (MS2596OB)</u>	1 x \$5,639 5 x \$263 TOTAL: \$6,954
<b>Draw 3</b>	15/02/2021	28/02/2021	4/03/2021	9/03/2021	x1 <u>BX 55 inch 4K Smart OLED TV (OLED55BXPTA)</u> x10 <u>XBOOMGo PL7 Portable Bluetooth Speaker (PL7)</u>	1 x \$3,599 10 x \$259 TOTAL: \$6,189
<b>Draw 4</b>	1/03/2021	14/03/2021	19/03/2021	23/03/2021	x1 <u>BX 55 inch 4K Smart OLED TV (OLED55BXPTA)</u> x10 <u>XBOOMGo PL7 Portable Bluetooth Speaker (PL7)</u>	1 x \$3,599 10 x \$259 TOTAL: \$6,189
<b>Draw 5</b>	15/03/2021	28/03/2021	2/04/2021	6/04/2021	x1 <u>9kg Front Load Washing Machine (WV9-1409B)</u> x5 <u>42L Smart Inverter Microwave Oven (MS4296OBS)</u>	1 x \$1,599 5 x \$347 TOTAL: \$3,334
<b>Draw 6</b>	29/03/2021	11/04/2021	16/04/2021	20/04/2021	x1 <u>9kg Front Load Washing Machine (WV9-1409B)</u> x5 <u>42L Smart Inverter Microwave Oven (MS4296OBS)</u>	1 x \$1,599 5 x \$347 TOTAL: \$3,334
<b>Draw 7</b>	12/04/2021	25/04/2021	30/04/2021	4/05/2021	x1 <u>Velvet Smartphone (LMG900EM)</u> x10 <u>XBOOMGo PL7 Portable Bluetooth Speaker (PL7)</u>	1 x \$909 10 x \$259 TOTAL: \$3,499
<b>Draw 8</b>	26/04/2021	9/05/2021	14/05/2021	18/05/2021	x1 <u>Velvet Smartphone (LMG900EM)</u> x10 <u>XBOOMGo PL7 Portable Bluetooth Speaker (PL7)</u>	1 x \$909 10 x \$259 TOTAL: \$3,499
<b>Draw 9</b>	10/05/2021	23/05/2021	28/05/2021	1/06/2021	x1 <u>9kg Front Load Washing Machine (WV9-1409B)</u> x5 <u>25L Smart Inverter Microwave Oven (MS2596OS)</u>	1 x \$1,599 5 x \$299 TOTAL: \$3,094

<b>Draw 10</b>	24/05/2021	6/06/2021	11/06/2021	15/06/2021	x1 <u>9kg Front Load Washing Machine (WV9-1409B)</u> x5 <u>25L Smart Inverter Microwave Oven (MS2596OB)</u>	1 x \$1,599 5 x \$263 TOTAL: \$2,914
<b>Draw 11</b>	7/06/2021	20/06/2021	25/06/2021	29/06/2021	x1 <u>LG CX 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ®</u> x10 <u>TONE Free FN6 Wireless Earbuds (HBS-FN6)</u>	1 x \$5,399 10 x \$259 TOTAL: \$7,989
<b>Draw 12</b>	21/06/2021	4/07/2021	9/07/2021	13/07/2021	x1 <u>LG CX 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ®</u> x10 <u>TONE Free FN6 Wireless Earbuds (HBS-FN6)</u>	1 x \$5,399 10 x \$259 TOTAL: \$7,989
<b>Draw 13</b>	5/07/2021	18/07/2021	23/07/2021	27/07/2021	x1 <u>LG CX 65 inch 4K Smart Self-Lit OLED TV w/ AI ThinQ®</u> x10 <u>TONE Free FN6 Wireless Earbuds (HBS-FN6)</u>	1 x \$5,399 10 x \$259 TOTAL: \$7,989

13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn in each Draw will each win the corresponding prize as specified under Prize Details in the table above.
15. 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 on the winner's behalf. The delivery method for the Prize will be discussed with the winner upon notification of win
16. Subject to the unclaimed prize draw clause, if for any reason a winner does not take a Prize by the time stipulated by the Promoter, then the Prize will be forfeited. The Promoter will not be liable for a winner that cannot be contacted and no correspondence will be entered into.
17. If a 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.
18. Total prize pool value is \$70,107. Prizes are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed Prizes, may take place on Wednesday 27<sup>th</sup> October 2021 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing by email within two (2) business days of the draw and their names will be published online at <https://www.lg.com/au/competition-winners> on Friday 29<sup>th</sup> October 2021.

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

20. Entrants agree that they are fully responsible for any materials they submit via the promotion including but not limited to comments, recordings and images ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. The Promoter may remove or decline to publish any Content without notice for any reason whatsoever. Entrants warrant and agree that:
  - (a) they will not submit any Content that is unlawful or fraudulent, or that the Promoter may deem in breach of any intellectual property, privacy, publicity or other rights, defamatory, obscene, derogatory, pornographic, sexually inappropriate, violent, abusive, harassing, threatening, objectionable with respect to race, religion, origin or gender, not suitable for children aged under 15, or otherwise unsuitable for publication;
  - (b) their Content shall not contain viruses or cause injury or harm to any person or entity;
  - (c) they will obtain prior consent from any person or from the owner(s) of any property that appears in their Content;
  - (d) the Content is the original literary work of the entrant that does not infringe the rights of any third party;
  - (e) they consent to any use of the Content which may otherwise infringe the Content creator's/creators' moral rights pursuant to the *Copyright Act 1968* (Cth) and warrant that they have the full authority to grant these rights; and
  - (f) they will comply with all applicable laws and regulations, including without limitation, those governing copyright, content, defamation, privacy, publicity and the access or use of others' computer or communication systems.

Without limiting any other terms herein, the entrant agrees to indemnify the Promoter for any breach of the above terms.

21. The use of any automated entry software or any other mechanical or electronic means that allows an individual to automatically enter repeatedly is prohibited and will render all entries submitted from that source and by those entrants invalid.
22. As a condition of entering this promotion, each entrant licenses and grants the Promoter, its affiliates and sub-licensees a non-exclusive, royalty-free, perpetual, worldwide, irrevocable, and sub-licensable right to use, reproduce, modify, adapt, publish and display their entry (which shall include Content) for any purpose, including but not limited to future promotional, marketing or publicity purposes, in any media, without compensation, restriction on use, attribution or liability.
23. 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.
24. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
25. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
26. 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 or any statutory consumer guarantees as provided under consumer protection laws in New Zealand ("**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; or any loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion.
27. 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 or damage (including loss of opportunity); 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) use of a Prize.

28. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the Promotion subject to any written directions from a relevant regulatory authority.
29. 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 or LG may not be able to award the Prize. By 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.
32. If for any reason this Promotion 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 the Competition, the Promoter reserves the right in its sole discretion, (subject to any written direction given by a relevant regulatory authority), to cancel, terminate, modify or suspend the Competition.
33. 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.

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