

# LG STYLER MONEY BACK GUARANTEE

## FULL TERMS AND CONDITIONS

## Details

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| Promotion  | The " <b>Promotion</b> " is the LG Styler Money Back Guarantee promotion being run by the Promoter during the Promotion Period.   |
|  | Subject to these Terms, claimants who make an Eligible Purchase during the Promotion Period may be eligible to receive a refund.  |
| Promoter   | The " <b>Promoter</b> " is LG Electronics Australia Pty Ltd ABN 98 064 531 264 of Level 44, 6-8 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150. Tel: 1300 54 2273.   |
| Promotion<br>Period                                    | The Promotion commences at 12:01am (Sydney time) on 9 May 2024 and closes at 11:59pm (Sydney time) on 30 June 2024 or while stocks of Participating Products last (" <b>Promotion Period</b> ").  |
|  | To the extent permitted by law, the Promotion Period may be extended at the Promoter's reasonable discretion.   |
| Who can<br>participate?                                | <ul> <li>To be eligible to claim a refund under the Money Back Guarantee promotion, each claimant must: <ul> <li>a. be an Australian resident currently residing in Australia;</li> <li>b. be aged 18 years or over or, for claimants who are under the age of 18, obtain the prior permission of their parent or guardian to participate in the Promotion;</li> <li>c. make an Eligible Purchase during the Promotion Period; and</li> <li>d. comply with these Terms.</li> </ul> </li> <li>For the purposes of these Terms: <ul> <li>a. "Eligible Purchase" means the purchase of a Participating Product from a Participating Outlet in a single transaction that is paid for in full during the Promotion Period. Eligible Purchases do not include: <ul> <li>i. rental payment plans under 18 months;</li> <li>ii. lay-bys or pre-orders;</li> <li>iii. commercial or business transactions involving the purchase of more than three</li> </ul> </li> </ul></li></ul> |
|  | <ul> <li>units of Participating Products;</li> <li>iv. purchases via eBay or other online bidding or auction systems;</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> <li>b. "Participating Outlet" means an outlet that operates in Australia and is authorised by the Promoter to supply Participating Products, including the LG Online Store at LG.com/au.</li> </ul>   |
| Money Back<br>Guarantee &<br>Participating<br>Products | Eligible claimants are entitled to a refund of the full purchase price of any Participating Products<br>purchased by the eligible claimants if a claim is made in accordance with these Terms. Refunds<br>will be made via electronic fund transfer (EFT).<br>"Participating Products" means the products specified in the table below. The Participating<br>Products are subject to stock availability.<br>Participating Product(s)<br>S5GOC LG Styler Steam Clothing Care System® 5 Garment in Forest Green<br>S5MB LG Styler Steam Clothing Care System® 5 Garment in Mirror Black<br>S3BF LG Styler Steam Clothing Care System® 3 Garment in Black  |

| Making a claim                          | To make an eligible claim, claimants must:   |
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|   | a. make an Eligible Purchase during the Promotion Period;  |
|   | b. register their claim for the return and refund of their Eligible Purchase within 45 days of   |
|   | purchasing the Participating Product by visiting <u>https://www.lg.com/au/promotions/styler-45-</u>  |
|   | day-money-back-offer and completing the online claim form in full, including by providing  |
|   | the following details (as specified):  |
|   | i. title, first name, surname (which must match any customer name on the   |
|   | purchase receipt or tax invoice);  |
|   | ii. current residential address;   |
|   | iii. current and valid email address;  |
|   | iv. serial number of the Participating Product (if available at time of registration);   |
|   | v. model number of the Participating Product;  |
|   | vi. date of purchase;  |
|   | vii. if applicable, evidence of receipt of the Participating Product (e.g. delivery  |
|   | documentation);  |
|   | viii. name and location of the Participating Outlet; and   |
|   | ix. bank account details including BSB, account name and account number.   |
|   | Claimants will also be required to confirm they have read and understood these Terms.  |
|   | c. within 14 days of registering the claim, 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:  |
|   | i. uploading a copy to the redemption website located at   |
|   | https://www.lg.com/au/promotions/styler-45-day-money-back-offer or   |
|   | ii. printing the claim form and posting both the form and the receipt or invoice to:   |
|   | Level 44, 6-8 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150; and   |
|   | d. return the Participating Product in accordance with these Terms.  |
|   | The Dremeter will notify elements if an invalid or incorrect parial number is submitted and will   |
|   | The Promoter will notify claimants if an invalid or incorrect serial number is submitted and will provide claimants 14 days from receipt of the notice to provide a valid serial number.   |
|   | Claims may only be made by the purchaser named on the purchase receipt or tax invoice for the Eligible Purchase.   |
| Returns                                 | After a claim is registered, LG will inform eligible claimants of the arrangements to return the Participating Product.  |
|   | If LG has approved a request for collection of the Participating Product, LG will arrange for the Participating Product to be collected from the address specified.  |
|   | The claimant must return the Participating Product in its original condition and with all original components and accessories (including manuals, documentation, etc.) and in its original cartons and packaging, or, if necessary, in packaging suitable to prevent damage to the Participating Product.  |
|   | The Promoter reserves the right to reject a claim if the Participating Product is not in its original condition at the time of collection. If the claim is rejected by the Promoter, the claimant will be responsible for any costs of returning the Participating Product to the claimant. Claimants must retain proof of pickup or dispatch (as the case may be), to be provided to LG on request. |
| Refund timing                           | Refund via EFT may take up to 18 business days from collection of the Participating Product.   |
| Money Back<br>Guarantee<br>restrictions | This Promotion is not valid in conjunction with any other offer or promotion (to the extent permitted by law).   |
|   | If a claimant paid for a Participating Product using any third party 'buy now pay later' finance options, refunds may occur in accordance with any terms, conditions and processes of the third party financier.   |
| Privacy Policy                          | The Promoter's Privacy Policy can be found at <u>http://www.lg.com/au/privacy</u>  |
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## **Conditions of Money Back Guarantee Claims**

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

### Claims

- The Promoter accepts no responsibility for inaccurate or incomplete information provided by or on behalf of a claimant to the Promoter in connection with this Promotion. Claimants are responsible for notifying the Promoter of any changes to contact or mailing details that are provided to the Promoter.
- 3. All claims are deemed to be received at the time of receipt by the Promoter (and not the time of transmission by the claimant). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

#### Verification and invalid claims

- 4. Claims that do not comply with these Terms are invalid and may not be accepted.
- 5. The Promoter is not responsible for receipt of incomplete, damaged, incomprehensible, indecipherable or illegible claims. All such claims may be deemed invalid.
- 6. Claims that include errors or omissions may be accepted at the Promoter's discretion.
- 7. If any of the details in the purchase receipt or tax invoice for the Eligible Purchase do not match the information received by the Promoter in accordance with these Terms, the claim may be deemed invalid.
- 8. Claims may be subject to verification by the Promoter. Claimants must, within a reasonable period specified by the Promoter, produce to the Promoter (or its nominated agent) any documents or evidence that the Promoter may reasonably require (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 to the Promoter in the course of participating in the Promotion.
- 9. The Promoter reserves the right to verify proof of purchase with Participating Outlets.
- 10. Refunds will only be authorised for claimants following any validation and verification that the Promoter reasonably requires. If documentation requested 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 reasonable satisfaction within the time requested, that claimant's claim will be invalid. The Promoter's decision is final.
- 11. The Promoter may 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. the Promoter reasonably believes:
    - 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; or
      - 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.

The Promoter's decision is final. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

#### Notice of Money Back Guarantee

12. The Promoter will notify claimants of their entitlement to a refund using the contact details provided by the claimant.

## Liability

- 13. 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.
- 14. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to that arising out of the following:

- a. any technical difficulties or equipment malfunction (not under the Promoter'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;
- acts or omissions (including negligent acts or omissions) of the Promoter's employees, agents or third parties involved in the conduct of this Promotion, with the exception of any wilful misconduct or fraud of the Promoter's employees;
- 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, including loss arising from a security breach, theft or destruction; and
- e. any conduct or event that is beyond the reasonable control of the Promoter.
- 15. The Promoter accepts no responsibility for claims or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted.
- 16. If this Promotion is interfered with in any material way affecting the integrity of the Promotion 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, the Promoter reserves the right to modify, suspend, terminate or cancel the Promotion (subject to any regulatory requirements).

**Force Majeure Event** means any cause outside the Promoter's reasonable control and which could not have been prevented or avoided by the taking of all reasonable steps.

- 17. Any attempt to deliberately damage or interfere with the Promoter's website, social media accounts/pages or the Promotion website, to cause malicious damage or interference with the normal functioning of the Promoter's website, social media accounts/pages or the Promotion 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 in respect of such conduct.
- 18. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

## Collection and use of personal information

- 19. The Promoter collects 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.
- 20. The Promoter 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.
- 21. By participating in this Promotion, claimants consent to the collection, storage, use and disclosure of their personal information by the Promoter in accordance with these Terms.
- 22. If personal information requested by the Promoter in the course of conducting this Promotion is not provided, the claimant may not be eligible to participate in the Promotion and/or the Promoter may not be able to provide the refund.
- 23. Claimants may obtain access to, update, correct or require destruction of personal information held by the Promoter, make a complaint about a breach of privacy, or opt out of receiving any communications by contacting the Promoter at the address specified in the 'Details'.
- 24. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information may be obtained at http://www.lg.com/au/privacy or by contacting the Promoter.

## General

- 25. Any costs associated with entering the Promotion and making a claim, including accessing the Promotion website, are the responsibility of claimants.
- 26. 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.