

## LG WASHER PLUS DRYER STACKING KIT BONUS OFFER

### FULL TERMS AND CONDITIONS

#### Details

<b>Promotion</b>	<p>The <b>"Promotion"</b> is the <b>LG Washing Machine PLUS Dryer Stacking Kit Bonus Offer</b> being run by the Promoter during the Promotion Period.</p> <p>Subject to these Terms, claimants who make an Eligible Purchase during the Promotion Period may be eligible to receive a Bonus.</p>																					
<b>Promoter</b>	The <b>"Promoter"</b> is LG Electronics Australia Pty Ltd ABN 98 064 531 264 of 2 Wonderland Drive, Eastern Creek NSW 2766. Tel: 1300 54 2273.																					
<b>Promotion Period</b>	The Promotion commences at 12:01am (Sydney time) on 11 July 2023 and closes at 11:59pm (Sydney time) on 31 December 2023, or while stocks of Participating Products last ( <b>"Promotion Period"</b> ). The Promotion Period may be extended at the Promoter's absolute discretion.																					
<b>Who can participate?</b>	<p>To be eligible to claim a Bonus, each claimant must:</p> <ol style="list-style-type: none"> <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 aged 18 years of age or over 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> </ol> <p>For the purposes of these Terms:</p> <p><b>"Eligible Purchase"</b> means a purchase of both:</p> <ul style="list-style-type: none"> <li>▪ a Participating Washing Machine (as set out in the Participating Products table below) AND</li> <li>▪ a Participating Dryer (as set out in the Participating Products table below), from a Participating Outlet in a single transaction that is paid for in full during the Promotion Period.</li> </ul> <p>Eligible Purchases do not include:</p> <ol style="list-style-type: none"> <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 (3) units of Participating Products;</li> <li>iv. purchases via eBay or other online bidding or auction system;</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> </ol> <p><b>"Participating Outlet"</b> means the LG Online Store at <a href="https://www.lg.com/au/">https://www.lg.com/au/</a>.</p>																					
<b>Bonus &amp; Participating Products</b>	<p>Eligible claimants are entitled to one (1) LG Stacking Kit unit as specified in the table below (<b>"Bonus"</b>) per Eligible Purchase. If the Bonus becomes unavailable for any reason beyond the Promoter's reasonable control, the Bonus will be substituted with a similar item of equal or greater value.</p> <p><b>"Participating Products"</b> means the LG Washing Machines (<b>Participating Washing Machines</b>) and LG Dryers (<b>Participating Dryers</b>) specified in the table below. The Participating Products are subject to stock availability.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th colspan="2">Participating Product(s)</th> <th colspan="2">Bonus</th> </tr> <tr style="background-color: #f2f2f2;"> <th>Participating Washing Machine</th> <th>Participating Dryer</th> <th>BUNDLE</th> <th>BONUS</th> </tr> </thead> <tbody> <tr> <td>WV9-1610W</td> <td>DVH9-09W</td> <td>WV9-1610SW.PACK</td> <td rowspan="4"></td> </tr> <tr> <td>WV10-1410W</td> <td>DVH10-10W</td> <td>WV10-1410SW.PACK</td> </tr> <tr> <td>WV9-1412W</td> <td>DVH9-09W</td> <td>WV10-1412SW.PACK</td> </tr> <tr> <td>WV5-1408W</td> <td>DVH5-08W</td> <td>WV5-1408SW</td> </tr> </tbody> </table>	Participating Product(s)		Bonus		Participating Washing Machine	Participating Dryer	BUNDLE	BONUS	WV9-1610W	DVH9-09W	WV9-1610SW.PACK		WV10-1410W	DVH10-10W	WV10-1410SW.PACK	WV9-1412W	DVH9-09W	WV10-1412SW.PACK	WV5-1408W	DVH5-08W	WV5-1408SW
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<b>Making a claim</b>	To make an eligible claim, claimants must: <ul style="list-style-type: none"> <li>▪ make an Eligible Purchase during the Promotion Period.</li> </ul>
<b>Delivery</b>	Delivery of the Bonus will be made together with the delivery of the Participating Products.
<b>Prize restrictions</b>	This Promotion is not valid in conjunction with any other offer or promotion (to the extent permitted by law.
<b>Privacy Policy</b>	The Promoter's Privacy Policy can be found at <a href="http://www.lg.com/au/privacy">http://www.lg.com/au/privacy</a>

### Conditions of entry

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

### Who is not eligible to participate?

2. 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 in the Promotion.

**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 first cousin.

### Verification and invalid claims

3. Claims that do not comply with these Terms are invalid and may not be accepted.
4. Eligibility for Bonuses 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 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.
5. Bonuses will only be awarded to claimants (or their parent/guardian) following any validation and verification that the Promoter requires in its sole discretion. 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 entry will be invalid. Verification is at the discretion of the Promoter, whose decision is final.
6. The Promoter may at its absolute discretion, 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 has reason to believe:
    - 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;
    - 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; or
  - e. does anything that may adversely affect the name or reputation of the Promoter or any of its related entities or of the agencies or companies associated with this Promotion.

The Promoter's decision is final and no correspondence will be entered into. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

7. The Promoter reserves the right to reclaim a Bonus if any of the Participating Products are returned after the claim has been fulfilled, except where the product is returned under a manufacturer's warranty or non-excludable consumer rights under the *Competition and Consumer Act 2010 (Cth)*.

### Notice and Delivery of Bonus

8. Bonuses will be delivered to Australian addresses only. The Promoter is not liable in respect of any delivery that is dispatched before any change of delivery address is notified to the Promoter.
9. Delivery of the Bonus may take up to the time specified in the Details. The Promoter is not responsible for any delays in delivery outside its control.
10. If a Bonus is delivered or provided by a third party supplier, the Promoter accepts no responsibility or liability for any delay or failure by the third party to deliver the Bonus, any loss or damage to the Bonus, any failure relating to the Bonus or failure by the third party supplier to meet any obligations under these Terms or otherwise.

### **Liability**

11. 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.
12. 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 (whether or 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;
  - b. acts or omissions (including negligent acts or omissions) of the Promoter's employees, agents or third parties involved in the conduct of this Promotion;
  - 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 or use of a Bonus, including loss arising from a security breach, theft or destruction;
  - e. any conduct or event that is beyond the reasonable control of the Promoter;
  - f. any variation in the value of a Bonus;
  - g. any tax liability incurred by a claimant; or
  - h. any receipt, taking, acceptance or use of a Bonus.
13. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated to the Promoter in the course of, or in connection with, this Promotion.
14. The Promoter accepts no responsibility for claims or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted.
15. If this Promotion is interfered with in any way 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, at its sole discretion 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.

16. Any attempt to deliberately damage or interfere with the Promoter's website or the Promotion website, to cause malicious damage or interference with the normal functioning of the Promoter's 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.
17. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms the claimant agrees to indemnify the Promoter for those losses, damages and costs.
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 Bonus.
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. All taxes (excluding GST) which may be payable as a consequence of receiving a Bonus are the sole responsibility of the claimant. All other incidental and ancillary costs including but not limited to insurance, taxes (excluding GST) and any and all other expenses are the responsibility of the claimant.
26. The Bonus is not refundable, transferable or exchangeable and is not redeemable for cash (except where the Bonus is specified to be cash). The Bonus must be taken as offered and cannot be varied.
27. Claimants grant the Promoter and its affiliates, agents, representatives and third party promotional partners an exclusive, royalty-free, perpetual, irrevocable, transferable, worldwide licence, with the right to grant sublicenses, to use, edit, reproduce and exploit any intellectual property associated with the claimant's participation in this Promotion by all means whatsoever (including, without limitation, reproduction in print and electronic format) for any purpose. Claimants also consent to the use by the Promoter and its affiliates, agents, representatives and third party promotional partners of any intellectual property associated with the claimant's participation in this Promotion, even if the use may otherwise be an infringement of any moral rights.
28. 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.