

[LG@PAX Exclusive] - GAME OF CHANCE
FULL TERMS AND CONDITIONS

Details

Promotion	The " Promotion " is the LG@PAX Exclusive promotion being run by the Promoter during the Promotion Period.															
Promoter	The " Promoter " 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 Period	The Promotion commences at 12:01am (Sydney time) on Wednesday 4 Oct 2023 and closes at 11:59pm (Sydney time) on 8 October 2023 (" Promotion Period "). To the extent permitted by law and subject to any approval required from a regulatory authority, the Promotion Period may be varied or extended at the Promoter's absolute discretion.															
Who can participate?	To enter the Promotion, entrants must: <ul style="list-style-type: none"> a. be an Australian resident currently residing in Australia; b. be aged 18 years or over or, for entrants who are under the age of 18, obtain the prior permission of their parent or guardian to participate in the Promotion; c. be a MyLG Member; d. opt-in to receive communications from LG; e. make an Eligible Purchase during the Promotion Period; f. submit an entry in accordance with these Terms; and g. comply with these Terms. 															
Prize details	The Prize consists of one of the items in the Prize Pool. Prize Pool means the following: <table border="1" data-bbox="411 1025 1313 1473"> <thead> <tr> <th>Prize</th> <th>Number</th> <th>Value</th> </tr> </thead> <tbody> <tr> <td>Iron Man 3 Silver Centurion (Armour Suit-up Version) 1/6th Collectable Figure Scale Die-Cast MMS618D43</td> <td align="center">1</td> <td align="center">699.95</td> </tr> <tr> <td>Iron Man 2 Tony Stark (Mark V Suit up Version) 1/6 Figure Deluxe Version MMS600</td> <td align="center">1</td> <td align="center">599.95</td> </tr> <tr> <td>Marvel Iron Man 2 War Machine Mark I 1/6 Figure MMS331D13 Reissue</td> <td align="center">1</td> <td align="center">559.95</td> </tr> <tr> <td>Total</td> <td align="center">3</td> <td align="center">The total Prize Pool is \$1,859.85</td> </tr> </tbody> </table>	Prize	Number	Value	Iron Man 3 Silver Centurion (Armour Suit-up Version) 1/6 th Collectable Figure Scale Die-Cast MMS618D43	1	699.95	Iron Man 2 Tony Stark (Mark V Suit up Version) 1/6 Figure Deluxe Version MMS600	1	599.95	Marvel Iron Man 2 War Machine Mark I 1/6 Figure MMS331D13 Reissue	1	559.95	Total	3	The total Prize Pool is \$1,859.85
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Total	3	The total Prize Pool is \$1,859.85														
Maximum number of entries	One unique entry may be submitted per purchase.															
How to enter	To enter, each entrant must, during the Promotion Period: <ul style="list-style-type: none"> (a) Make an eligible purchase of any Participating Product from The LG Online Store during the Promotion Period; (b) visit https://www.lg.com/au/promotions/ITPAXEVENT/competitionentry and complete the online entry form (including full name, address, email address, and Participating Product order number and purchase date) (c) Confirm agreement to these terms <p>"Participating Product" means the following models: 14Z90R-G,15Z90RT-G, 17Z90RE, 27GP850-B, 27GR93U-B, 27GR95QE-B, 27QP88D-B, 27UQ750-W, 28MQ780-B, 32GP750-B, 32GP850-B, 32GR93U-B,32UQ750P, 34WR50QC-B, 45GR95QE-B, 48GQ900-B Pre-order is available for the following models; 45GR95QE-B, 27UQ750-W, 32GR93U-B and 48GQ900-B and shipping for pre-ordered models begins on 15 October 2023.</p>															

Draw details	The draw will take place at 12.00pm AEDT on Friday 13 Oct 2023 at LG Electronics Australia Pty Ltd ABN 98 064 531 264 of Level 44, 6-8 Parramatta Square, 10 Darcy Street, Parramatta NSW 2150.			
	Draws	Entries close	Draw Date	Publication Date
	Prize Draw 1	11:59 8 Oct 2023	13 Oct 2023	20 Oct 2023
Winner	The first 3 valid entries drawn in the draw will each win a Prize. The Prize with the highest value will be awarded first.			
Notification of Winner	Winners will be notified in writing by email within two business days of the relevant draw (that is, Tuesday 17 Oct 2023).			
Publication details	The names of winners (and their state or territory of residence) will be published online at https://www.lg.com/au/competition-winners from 20 Oct 2023 for a minimum of 28 days. Addresses of winners in South Australia will also be published. If there is no prize winner or the prize winner cannot be located, this information will be published at https://www.lg.com/au/competition-winners			
Prize Claim Date	Prizes must be claimed by 5 Jan 2024			
Unclaimed prize draw	A second chance draw may be held on a date that is 3 months after the draw (that is, 13 Jan 2024) at the same time and place as the first draw(s) to distribute any unclaimed Prize(s), subject to any directions from a regulatory authority.			
Notification and publication details of unclaimed prize draw winner(s) (if any)	Winners of the second chance draw will be notified in writing by email within two business days of the unclaimed prize draw (that is, 15 Jan 2024). The names of winners (and state/territory of residence) will be published online at https://www.lg.com/au/competition-winners from 22 Jan 2024 for a minimum of 28 days. Addresses of winners in South Australia will also be published (unless a request has been made that this information not be made public).			
Delivery	Winners should allow 28 days for prize delivery.			
Prize restrictions	<ol style="list-style-type: none"> a. If a winner of a Prize is under the age of 18 years, the Prize will be awarded to the winner's parent or guardian on the winner's behalf. b. Prizes cannot be redeemed for cash or exchanged for a product. 			
Privacy Policy	The Promoter's Privacy Policy can be found at http://www.lg.com/au/privacy			

Conditions of entry

1. Information about the Promotion, Prizes and how to enter, including the matters in 'Details' above, forms part of these Terms and Conditions ("**Terms**"). Participation in this Promotion is deemed acceptance of these Terms. Only entries that comply with these Terms will be valid.

Who is not eligible to participate?

1. 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, or strategic partners with access to partnership portals on [LG.com/au](http://www.lg.com/au) 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.

Prize(s)

2. Details of the Prizes are set out in the 'Details' above. If any Prize becomes unavailable for any reason beyond the Promoter's control, the Promoter may substitute a Prize with an item of equal or greater value, subject to any written directions from a regulatory authority.
3. Prize values are correct as at the date of preparing these Terms. The Promoter accepts no responsibility for any variation in the value of the Prizes or Prize Pool from that stated in these Terms.

Entry

4. Entries must be received by the Promoter during the Promotion Period. Entries received after the Promotion Period will not be accepted.
5. The Promoter accepts no responsibility for inaccurate or incorrect information provided to the Promoter in connection with this Promotion. Entrants are responsible for notifying the Promoter of any changes to contact or mailing details that are provided to the Promoter.
6. All entries are deemed to be received at the time of receipt by the Promoter (and not the time of transmission by the entrant). Records of the Promoter and its agencies are final and conclusive as to the time of receipt.

Prize draws

7. Winners may be asked to provide contact details including a mailing address when notified of their win.
8. Subject to any unclaimed prize draw, if for any reason a winner does not redeem the Prize or a part of the Prize by the Prize Claim Date described in 'Details' 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.

Verification and invalid entries

9. Entries that do not comply with these Terms are invalid and may not be accepted. If an entrant does not provide the Promoter with all the information requested on the entry form, the entry will be invalid.
10. The Promoter is not responsible for receipt of incomplete, damaged, incomprehensible, indecipherable or illegible entries. All such entries may be deemed invalid. For the avoidance of doubt, printing and other quality control errors outside the Promoter's control will not invalidate an otherwise valid prize claim. Entries that include other errors or omissions may be accepted at the Promoter's discretion.
11. Entries may be subject to verification by the Promoter. Entrants 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 entrant's identity, age, residential address and email address, purchase receipt or tax invoice (if applicable), compliance with these Terms, eligibility to enter and any other information provided to the Promoter in the course of participating in the Promotion.
12. Prizes will only be awarded to winners (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 an entry has not been verified to the Promoter's reasonable satisfaction within the time requested, that entrant's entry will be invalid. Verification is at the discretion of the Promoter, whose decision is final.
13. The Promoter may at its absolute discretion, disqualify, and not award a Prize to, any entrant who:
 - a. has breached these Terms;
 - b. provides false information or fails to provide information in accordance with these Terms;
 - c. has submitted an entry which is not in accordance with these Terms;
 - d. the Promoter has reason to believe:
 - i. is not the original entrant;
 - 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.

Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

14. The use of any automated entry software or any other mechanical or electronic means that allows an entrant to automatically enter repeatedly is prohibited and will render all entries submitted from that source and by those entrants invalid.

Content

15. Entrants agree that they are responsible for the content of any entry submitted to the Promoter, including but not limited to any written materials, photographs and videos (including sound recordings in those videos) ("**Content**"). The Promoter shall not be liable in any way for such Content to the full extent permitted by law. Entrants warrant and agree that:
- a. the Content is their own original work and is not copied in whole or in part;
 - b. the Content does not contain any material which the entrant does not have permission to use;
 - c. they own or are authorised to use all intellectual property rights in the Content in the manner contemplated by these Terms;
 - d. if applicable, they have obtained the prior consent from any person who has jointly created or has any other rights in the Content prior to the Content being submitted to the uses contemplated by these Terms;
 - e. they will not submit any Content to the Promoter that is unlawful or fraudulent, infringes the intellectual property rights of any third party or amounts to a breach of confidence, privacy, publicity or any other right, is defamatory, obscene, derogatory, pornographic, sexually explicit, indecent, inappropriate, violent, abusive, harassing, threatening, offensive to any person, objectionable with respect to race, religion, origin or gender or otherwise not reasonably suitable for publication. Entrants must ensure that any person depicted in the video or photograph is decently dressed and presented;
 - f. they have express consent from any person identifiable from or whose image or likeness is included in the Content (or if any person's image or likeness included in the Content is under the age of 18, from that person's parent or legal guardian) to their inclusion in the Content and submission of the Content to the Promoter in accordance with these Terms;
 - g. the Content does not contain confidential information or personal information of a third party who has not consented to the submission of the Content in this Promotion;
 - h. the Content does not contain viruses and will not cause injury or harm to any person or entity; and
 - i. 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, the entrant indemnifies the Promoter against all costs and claims by third parties arising from a breach of this warranty and the Promoter reserves the right, in its absolute discretion, to reject entries for any breach of this clause.

16. Entrants 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 in the Content or otherwise associated with the entrant's participation in this Promotion by all means whatsoever (including, without limitation, reproduction in print and electronic format) for any purpose. Entrants 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 entrant's participation in this Promotion, including the Content, even if the use may otherwise be an infringement of any moral rights. If requested by the Promoter, the entrant agrees to sign any further documentation required by the Promoter to give effect to these Terms.
17. Entrants agree:
- a. to the Content and any part of it being made publicly available, including on the website of the Promoter and its related companies and social media platforms; and
 - b. that all Content is subject to the approval of the Promoter. The Promoter reserves the right to reject Content prior to publication on its website and social media platforms and may remove (and may request the removal of) Content from its website or any social media platform at any time in its absolute discretion.
18. Entrants (or if the entrant is under 18, their parent or guardian) consent to the Promoter using the entrant's name, likeness, image and/or voice (including photograph, film or recording of the same) in any media for an unlimited period without remuneration for publicity, commercial and promotional purposes, including but not limited to the purpose of the conduct of this Promotion and for the purpose of promoting products manufactured, distributed and/or supplied by the Promoter or its related companies or affiliates.
19. Entries will not be returned to any entrant.

Notice and Delivery of Prize

20. Prizes will be sent by the most suitable method of delivery for the prize (for example mail or email). The Promoter will notify the winner how they will receive their prize.
21. Prizes 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.
22. The Promoter is not responsible for any delays in delivery outside its control.

Liability

23. 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.
24. 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 Prize, 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 Prize or the Prize Pool;
 - g. any tax liability incurred by an entrant; or
 - h. any receipt, taking, acceptance or use of a Prize.
25. Before a Prize is awarded, the winner may be required to sign an agreement to release the Promoter from any liability arising from the use of a Prize or participation in this Promotion.
26. 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.
27. The Promoter accepts no responsibility for entries or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted. The Promoter also assumes no responsibility for any failure to receive an entry or for inaccurate information as a result of technical or telecommunications problems, including security breaches.
28. 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 or directions of regulatory authorities).

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.

29. 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.
30. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.

Disputes

31. Any dispute relating to this Promotion must, prior to a person commencing proceedings, 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 of 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 decision in respect of the dispute.

Collection and use of personal information

32. The Promoter collects personal information from entrants for the purposes of the conduct of this Promotion and for future promotional, marketing and publicity purposes, including to contact entrants to provide information about special offers or other marketing materials via any medium. Entrants consent to the collection, storage and use of their personal information for these purposes.
33. 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.
34. By participating in this Promotion, entrants consent to the collection, storage, use and disclosure of their personal information by the Promoter in accordance with these Terms.
35. If personal information requested by the Promoter in the course of conducting this Promotion is not provided, the entrant may not be eligible to participate in the Promotion and/or the Promoter may not be able to provide the Prize.
36. Entrants 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'.
37. 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

38. Any costs associated with entering the Promotion and making an entry, including accessing the Promotion website, are the responsibility of entrants. All taxes (excluding GST) which may be payable as a consequence of receiving a Prize are the sole responsibility of the entrant. 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 entrant.
39. Prizes are not refundable, transferable or exchangeable and are not redeemable for cash (except where the Prize is specified to be cash).
40. These Terms are governed by the laws of New South Wales. Entrants submit to the non-exclusive jurisdiction of the courts of New South Wales.