

# LG CORDZERO VACUUM – GHOSTBUSTERS PROMOTION

## TERMS & CONDITIONS - GAME OF SKILL

### Eligibility

1. Information on “How to Enter” and Prize details form part of these Terms and Conditions of Entry (“**Conditions**”). Submission of an entry constitutes acceptance of these Conditions. Entries not completed in accordance with these Conditions will be ineligible. Entry is only open to Australian residents currently residing in Australia who are aged 18 years or over.
2. Entrants must submit an entry in accordance with these Terms and Conditions and be willing and able to attend the event for the Prize.
3. Employees of the Promoter, directors and/or officers (including their immediate family members or members of the household), its subsidiaries, related companies, associated with the Promotion are ineligible to participate. 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.

### Definition

4. For the purposes of these Terms and Conditions, the following definitions apply:
  - a) ‘**Participating Product**’ means a LG CordZero vacuum cleaner (canister, handstick or robotic).
  - b) ‘**Participating Retailer**’ means an Australian retail outlet which supplies the Participating Product and is authorised by the Promoter to advertise the promotion.
  - c) ‘**Prize**’ means trip for 4 people to New York. The maximum total prize is valued at AUD \$20,000 at the time of printing.
  - d) ‘**Qualifying Purchase**’ means purchase of a Participating Product during the Promotion Period from a Participating Retailer. Qualifying Purchase does not include: (i) rental payment plans of under 18 months; (ii) lay-buys or pre-orders; (iii) commercial or business transactions involving the purchase of more than three (3) units total of Participating Products; (iv) purchases via eBay or similar online third party internet websites; (v) second hand products; (vi) ex-display units or (vii) purchases made in conjunction with any other LG offer.
  - e) ‘**Promotion Period**’ means the period commencing at 12:00am AEST on 14 July 2016 and ending at 11.59pm AEST on 30 September 2016.

### Entry and Verification

5. During the Promotion Period, entrants must purchase a LG CordZero vacuum cleaner (**Participating Product**) from a Participating Retailer.
6. Entrants must then complete the entry form on the promotions section of the LG web site [www.lg.com.au/ghostbusters](http://www.lg.com.au/ghostbusters) and write 150 words or less in response to the following question:

*“Tell us in 150 words or less why you love your new LG CordZero vacuum cleaner”*

Entries close at 11.59pm AEST on 31 October 2016.

7. If an entrant does not provide all the information requested in these terms and conditions and on the LG website, the entry will be deemed invalid.

### Judging & Prize

8. The winner of the Prize (**Prize Winner**) will be the best valid entry submitted as judged by the judging panel, having regard to skill, creativity and originality. Judging will take place at LG Australia, 2 Wonderland Drive, Eastern Creek on 1 November 2016. The Promoter's decision is final and binding and no correspondence will be entered into.
9. This is a game of skill and chance plays no part in determining the winner. All valid entries will be individually judged according to their skill, originality and creative merit and the entry judged to be the best will win the Prize. All entrants must submit only their own original answers and answers cannot be previously published in any forum worldwide.
10. One entry per Qualifying Purchase is permitted.
11. Entries are deemed to be received at the time of receipt into the Promoter's database. 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.
12. The Prize Winner will be notified of the win by a representative of LG Australia and will be required to provide their name, email address and valid proof of purchase of the Qualifying Purchase in order to receive the Prize. Prize Winners will also be notified in writing no later than eight (8) business days after their address has been provided to the Promoter. The Prize Winner's name may be posted on LG Australia's and associate websites and the Prize Winner will also be acknowledged on LG Australia's social media sites including Facebook: [www.facebook.com/LGAustralia](http://www.facebook.com/LGAustralia)

### Prize Details

13. The judges will nominate one (1) Prize Winner from all entries received who will be awarded the following Prize:

Prize	Details
1 x Prize	<ul style="list-style-type: none"><li>• Return economy flights for 4 adults from winners' capital city to New York</li><li>• Five night hotel accommodation (shared room)</li><li>• Return airport-hotel transfers in New York</li><li>• Helicopter sightseeing tour of Manhattan</li><li>• New York Ghostbusters Movie locations tour</li></ul>

The total Prize value is \$20,000. The Promoter accepts no responsibility for change in prize value between now the ultimate prize redemption date.

14. It is a condition of accepting the prize the Prize Winner must comply with all the conditions of use of the prize and any conditions imposed by any prize supplier.
15. In the event that for any reason whatsoever the Prize Winner does not wish to fly with the nominated carrier or does not take an element of the prize at the time stipulated by the Promoter then that element of the prize will be forfeited by the Prize Winner and cash or alternative prizes will not be awarded in lieu of that element of the prize.

16. Personal information about prize winners will be shared with the prize providers, and their agents, to the extent necessary for prizes to be delivered to the Prize Winner.
17. The Prize Winner and their travelling companions must travel at the same time, must depart from the same capital city and are responsible for transport from their residence to their nearest capital city for flight departure. It is the Prize Winner's responsibility to organise transfers and cover associated costs to and from the Prize Winner and their travelling companions' residence and nearest capital city.
18. Once confirmed in writing, travel dates and names of those travelling cannot be changed or cancelled.
19. Flights are economy class and may be indirect. The airline's Conditions of Carriage apply to all flights.
20. Air tickets are available on the regular scheduled services of the supplier airline and are subject to seasonal embargos. The Promoter has the right to determine the airline carrier at its discretion and no alternative flights or carriers will be made available. The Promoter is not responsible for the cancellation, delay or rescheduling of any part of a travel Prize and any costs incurred by the Prize Winner or any travelling companion(s) as a result (including accommodation costs) will be the responsibility of the Prize Winner.
21. Travel may not take place over USA or Australian Public or National holidays, or between 12 December 2016 and 12 January 2017. Travel must be completed by 31 October 2017. The Promoter and their associated agencies and companies or any organisation or individual associated with the provision of the Prize(s) make no representation as to the safety conditions or other issues that may exist at any destination. International travel advice can be obtained from various sources, including government, local consular offices and the web site of the Australian Department of Foreign Affairs and Trade, [www.dfat.gov.au](http://www.dfat.gov.au).
22. With effect from Friday 1 April 2016, all passengers travelling to the USA under the Visa Waiver Program must hold a passport with an integrated chip. See here for list of countries under the Visa Waiver Program <http://www.immihelp.com/visa-waiver-program/>.
23. It is the Prize Winner and their respective travelling companions personal responsibility to ensure that they have valid documentation, including but not limited to valid passports (with at least 6 months validity from the date of return), ESTA forms (if required), visas and vaccinations (if required), which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, passports and any associated costs are the responsibility of the Prize Winner and their travelling companions. Any fines, penalties, payments or expenditures incurred as a result of such documents and vaccinations not meeting the requirements of those authorities will be the sole responsibility of the travellers.
24. Tickets are non-transferable (i.e. no name changes allowed). Once tickets are issued, they are non-endorsable and non-transferable. Any alterations to confirmed flights and/or accommodation and/or scheduling arrangements will be at the expense of the winner and their travelling companions. All components of the Prize must be fulfilled at the same time and they cannot be split across different time periods.
25. The Prize Winner will be required to provide a credit card in order to check-in at the hotel for a security deposit, and to cover any incidental charges.
26. Travel insurance is part of this prize, however, the Promoter strongly recommends the Prize Winner and their travelling companions seek their own advice as to their appropriate level of cover.

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

27. The Promoter is not responsible for any loss or damage that may be incurred by any party as a consequence of the Prize Winner accepting and redeeming the Prize.
28. The Promoter accepts no responsibility for any tax implications that may arise from winning of the Prize. Independent financial advice should be sought.
29. The Promoter reserves the right to verify the validity of entries (including an entrant's age and residence), at any time during or after the Promotion, and reserves the right to disqualify any entrant (and entries submitted by that entrant) for tampering with the entry process, including but not limited to submitting an entry which is not in accordance with these Conditions or if the entrant is engaged in any unlawful or other improper misconduct calculated to jeopardise the fair and proper conduct of the Promotion. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved. . The Promoter also reserves the right to verify the age and identity of an entrant. The Prize will only be awarded to the Prize Winner or their parent/guardian following any validation and verification that the Promoter requires in its sole discretion.
30. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
31. If the Promoter is unable to contact the Prize Winner to claim fulfilment of the Prize, that Prize Winner will forfeit the Prize in its entirety and it shall be awarded to next best valid entry selected. The Promoter will not be liable for a winner that cannot be contacted and no correspondence will be entered into.
32. Costs of accessing the Internet in order to enter the Promotion is the entrant's responsibility and may be dependent on the internet service provider used.
33. The Promoter is not responsible for receipt of incomplete, damaged or incomprehensible entries. All such inaccurate entries will be deemed invalid. No responsibility is accepted for late, lost or misdirected entries. Any entry that does not comply with these Terms and Conditions will be invalid.
34. Prizes are not transferable or exchangeable and cannot be taken as cash.
35. In the event that the Prize is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute prize(s) of equal value.
36. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this promotion, each entrant agrees to assign all of their rights, title and interest (including copyright) in and to their entry to the Promoter. Each entrant warrants to the Promoter that each entry submitted is an original artistic work of the entrant that does not infringe the rights of any third party. The entrant agrees to indemnify the Promoter against all costs and claims by third parties arising from a breach of this warranty. Entrants consent to any use of their entry which may otherwise infringe their moral rights pursuant to the Copyright Act 1968 (Cth).
37. Entrants agree that they are fully responsible for the content of the entry they submit (**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) 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 or otherwise unsuitable for publication; (b) they will obtain full prior consent from any person who has jointly created or has any rights in the Content, to the uses and terms herein; (c) their Content shall not contain viruses or cause injury or harm to any person or entity; and (d) 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 indemnifies the Promoter for any breach of the above terms.

38. 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 indirect or consequential loss) which is suffered or sustained in connection with this Promotion or taking or utilizing any goods/services offered as a prize, including but not limited to, where arising out of the following: (a) any theft, unauthorised access or third party interference; (b) any entry that is late, lost, altered, damaged or misdirected (whether or not after receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (c) any variation in the offer value to that stated in these Conditions; (d) use of the prize; (e) any equipment malfunction or programming malfunction, or for any technical error, or any combination thereof that may occur in the course of the administration of this Promotion 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, software failure (f) any injury or damage to entrant's or any other person's computer related to or resulting from participating in or downloading any materials in the Promotion.
39. The Prize will be awarded to the person named in their entry.. Should an entrant's contact details change it is the entrant's responsibility to notify the Promoter. A request to access or modify any information provided in an entry should be directed to the Promoter.
40. It is a condition of accepting the prize the Prize Winner may be required to sign a legal release in a form determined by the promoter in its absolute discretion.
41. Should the Prize Winner not meet any of the criteria stated in these terms and conditions to be a valid winner they will forfeit all rights to the Prize, and judging will take place to reallocate the Prize to a valid winner.
42. If your entry is selected as a winning entry, validation of your circumstances and the validity of your entry will be undertaken by the Promoter. Method of validation (without limitation) will be determined by the Promoter at its complete discretion. If the winning entry is deemed to be a winner, the winner will be notified as per the terms and conditions herein. In the event that the Promoter requests the entrant to sign any legal documents relating to the verification of their medical circumstance, the legal documents will take the form determined by the Promoter. It is a condition of accepting the prize the Prize Winner signs any such legal documentation.
43. 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 State and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoters (including its respective officers, employees and agents) excludes all liability (including negligence), for any personal injury; or loss or damage (including loss of opportunity); whether direct, indirect, special or consequential, arising in any way out of the promotion. from the date of return), ESTA forms (if required), visas and vaccinations (if required), which meet the requirements of immigration and other government authorities at every destination. Any necessary visas, vaccinations, passports and any associated costs are the responsibility of the winner and their travelling companions. Any fines, penalties, payments or expenditures incurred as a result of such documents and vaccinations not meeting the requirements of those authorities will be the sole responsibility of the travellers.
44. 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.
45. The Promoter collects personal information about entrants to: include entrants in the Promotion, award the Prize, 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 participating in 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.

46. 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. 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.
47. By entering the Promotion, each entrant agrees to the Promoter using their entry, name, likeness, image and/or voice in the event they are a winner (including photograph, film and/or recording of the same) for printing, broadcast, publicity, commercial and promotional purposes without compensation and agrees to granting the Promoter a perpetual and non-exclusive license to use any such material in all media worldwide (including but not limited to TV, web, radio, catalogue, press, and point of sale) and agrees not to object to any such use on the basis of any moral right.
48. 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 Promotion, 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 Promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
49. The Promoter is LG Electronics Australia Pty Ltd A.B.N. 98 064 531 264 of 2 Wonderland Drive, Eastern Creek, NSW, 2766.