

LG AC – GIFT CARD OFFER

FULL TERMS AND CONDITIONS

Eligibility

1. Information about the Gift Card promotion (the “Promotion”) and how to claim the Gift Card is part of these Terms and Conditions (“Terms”). Participation in this Promotion is deemed acceptance of these Terms.
2. Any costs associated with entering the Promotion are the responsibility of claimants.
3. Subject to clause 3, this Promotion is only open to dealers of the Promoter aged 18 years and over currently residing in Australia who: (a) Sell to an end customer a Participating Product (which was purchased directly from LG) during the Promotional Period, (b) comply with all claim requirements, (c) submit a claim form in accordance with these Terms, (d) who do not in any way tamper with the claim process and/or the Promotion, (e) to be eligible for this promotion, you must not have any overdue payments owed to the Promoter in accordance with the Promoter’s Standard Trading Terms, and (f) Purchases must not be made on: rental payment plans under 18 months, second hand sales, eBay or online third party purchases, lay-bys, project sales or purchases in conjunction with any other offer.
4. 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. 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.

Definitions

5. For the purposes of these Terms, the following definitions apply:
 - (a) **‘Gift Card’** means a Wish Gift Card(s) or Caltex Fuel Card(s) corresponding to the aggregate value of the Gift Card allocation set out in the table below per Participating Product sold to an end consumer during the Promotional Period.
 - (b) **‘Eligible Sale’** means the sale of the Participating Products (which were purchased directly from LG) to an end customer during the Promotional Period.
 - (c) **‘Promotion’** means Gift Card Offer being run during the Promotional Period
 - (d) **‘Promotional Period’** means 1 April 2019 to 30 June 2019;
 - (e) **‘Participating Products’** means collectively the air conditioners specified in the table below:

Participating Model	Gift Card Allocation
Split System Set (1 indoor: 1 outdoor)	
WH09	\$ 50
WH12	\$ 50
WH18	\$ 75
WH24	\$ 75
WH30	\$ 75
WH34	\$ 75
Ducted System Set (1 indoor: 1 outdoor)	
B30AWY-*****	\$ 100
B36AWY-*****	\$ 100
B42AWY-*****	\$ 150
B55AWY-*****	\$ 150
B62AWY-*****	\$ 200
B70AWY-*****	\$ 200

How to Claim

6. To receive the Gift Card value in accordance with the amounts set out in the table in paragraph 5 above, you need to sell to an end customer a Participating Product(s) (which was purchased directly from LG) between 1 April 2019 and 30 June 2019.
 - (a) Register your claims from **7 May 2019 to 15 July 2019**
 - (b) Upload customer tax invoices containing serial numbers of Participating Products to: lg.com.au/2019winterincentive (The redemption website will be available from 7th May 2019). Please note, consumer personal details must be blacked out.
7. Claims are validated after all claim requirements are received and verified. Gift Card will be distributed after the closing of the redemption site on 15 July 2019.
8. The Gift Card will only be awarded once the Promoter has collated and calculated the Eligible Sales to end consumers of Participating Products made by the dealer during the Promotional Period.

Gift Card and Delivery

9. The Gift Card is not transferable or exchangeable and cannot be taken as cash. The Gift Card must be taken as offered and cannot be varied. The Promoter accepts no responsibility for any tax implications that may arise from the award of the Gift Card. Independent financial advice should be sought.

10. Use of the Gift Card is subject to the Terms and Conditions set out by Woolworths: For full terms and conditions of use of the Wish Gift Card and Caltex Fuel Card, please see:

Wish Gift Card (copy and paste link into your browser):

<https://giftcards.woolworths.com.au/about/terms-and-conditions>

Caltex Fuel Card: <https://www.caltex.com.au/our-solutions/fuel-cards/starcash-terms-and-conditions>

11. The delivery of Gift Card may take up to nine weeks from the end of the Promotional Period.
12. Gift Card will be delivered to Australian addresses only. It is the responsibility of dealers to provide the Promoter with correct contact and mailing details.

Promoter's Rights and Liabilities

13. The Promotion may be extended at the Promoter's absolute discretion.
14. The Promoter reserves the right to request the dealer to produce (within a reasonable period of time) appropriate documentation (to the Promoter's reasonable satisfaction) in order to confirm each dealer's identity, age, residential address and email address, eligibility to claim and any information submitted by the dealer in participating in the promotion, before issuing the Gift Card. If the documentation required 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 satisfaction within the time requested, that dealer's entry may be invalidated.
15. The Promoter reserves the right to reclaim from dealers Gift Card if any of the Participating Products are returned after the claim has been fulfilled except where the Participating Product is returned under the manufacturer's warranty or consumer rights under the Competition and Consumer Act 2010 (Cth) ("CCA").
16. If any Gift Card becomes unavailable for any reason beyond the Promoter's reasonable control, then a similar Gift Card of equal or greater value will be awarded in lieu.
17. The Promoter and its associated agencies and companies (including their respective officers, employees and agents) shall not be liable for any loss (including, without limitation, indirect or consequential loss), damage, personal injury or death which is suffered or sustained (including but not limited to that arising from any person's negligence) in connection with this promotion or using the Gift Card, except any liability that cannot be excluded by law (in which case that liability is limited to the minimum allowable by law).
18. Certain legislation may imply warranties or conditions or impose obligations upon the Promoter which cannot be, or may only be to a limited extent, excluded, restricted or modified. These Terms must be read subject to those statutory provisions including any consumer rights under the CCA. These Terms will not affect any statutory rights that a dealer may have.
19. The Promoter reserves the right to disqualify any dealer for tampering with the claim process, submitting a claim which is not in accordance with these Terms or if the dealer is engaged in any fraudulent, unlawful or other improper conduct 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.

20. The Promoter will not be responsible for any incorrect, inaccurate or incomplete information communicated in the course of, or in connection with, this promotion if the deficiency is occasioned by any cause outside the reasonable control of the Promoter.
21. The Promoter is not responsible for any problems or technical malfunction of any telephone or network or lines, servers or providers, computer equipment, software, technical problems or traffic congestion on a mobile network, or any combination thereof, or any other technical failures including any damage to a dealer's or any other person's mobile handset or computer related to, or resulting from, participation in this promotion or the downloading of any materials related to this promotion.
22. 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 claimants 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 dealer consents to the use and disclosure of their personal information to any such overseas entities. Dealers 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.
23. 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.
24. The Promoter is LG Electronics Australia Pty Ltd ABN 98 064 531 264 of 2 Wonderland Drive, Eastern Creek NSW 2766. Tel: 1300 54 2273.