

TERMS & CONDITIONS

THE ULTIMATE LG MOVIE NIGHT COMPETITION

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.
2. Entry is only open to Australian residents currently residing in Australia who are aged 18 years or over and who are current Facebook and or Instagram account holders with a valid email address. Entrants must be available to attend the Event on Friday 27 September 2019.
3. By entering the competition, each entrant acknowledges that the Event will be filmed and photographed and agrees to the Promoter using their entry, name or image 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.

Entrants must submit an entry in accordance with these Terms and Conditions. If an entrant does not provide the Promoter with all the information requested to enter the competition, their entry will be invalid.

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 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.
5. This competition is not in any way sponsored, endorsed or administered by, or associated with Facebook, Inc. By participating in this promotion, the entrant agrees to release Facebook, Inc. from any and all claims or liability that the entrant may have arising out of this promotion.

Definition

6. For the purposes of these Terms and Conditions, the following definitions apply:
 - a) **'Prize' and 'Prizes'** means:
 - “The Ultimate LG Movie Night” event in the LG Movie Night Dome located on the front lawn of the Museum of Contemporary Art on Friday 27th September (the “**Event**”) for one winner and up to three of their friends.
 - The LG 88” 8K OLED TV showcased at the Event, valued at \$59,999 (RRP).
 - Domestic return flights for winner and up to three of their friends if they are interstate from the Sydney based Event – Departure date is 27 September 2019.
 - One night accommodation for Friday 27 September 2019 and transfers for the one winner and up to three of their friends to and from the Event.
 - \$1,000 spending money by way of a preloaded credit card.
 - The 88” 8K OLED TV viewed at the Event will be delivered and installed in the winner’s home following the Event at a date/time agreed with the winner and Promoter.

- b) **'Prize Pool'** comprises the Prizes and is valued at up to \$70,000. The Promoter accepts no responsibility for any variation in the value of the Prize or Prize Pool from that stated in these Terms and Conditions.
- c) **'Competition Period'** means the period commencing at 12:00am AEST on Monday 2 September 2019 and ending at 11.59pm AEST on Friday 20 September 2019.

Entry and Verification

- 7. To enter, entrants must, during the Competition Period, upload a photo or video of themselves to either Facebook or Instagram recreating their favourite movie scene or dressing up as their favourite movie character. Entrants must tag the hashtag #LGMovieNight and tag the three friends they would bring with them to the "The Ultimate LG Movie Night".
- 8. One entry per person is permitted.
- 9. Entries will not be valid if the judging panel deems their content to be inappropriate, disrespectful or offensive.

Judging & Prize

- 10. There will be one winner across the competition. The best eligible entry will receive the Prize. The Promoter may select additional reserve entries and record them in the case of an invalid entry or ineligible entrant being chosen. The winner will be the best valid entry submitted as judged by the judging panel, having regard to skill, creativity and originality.
- 11. Judging will take place at the office of LG Electronics Australia, 2 Wonderland Drive, Eastern Creek, NSW on Monday, 23 September 2019. The winner will be announced on Facebook and Instagram on 23 September and will be notified by the social media platform used for their entry within 1 day of judging taking place. The winner must provide details to facilitate accommodation and flights bookings (if applicable) within 24 hours of receiving notification from the Promoter. If the initial winner fails to provide satisfactory details to the Promoter to arrange fulfilment of the Prize, the Prize is forfeited and the next best entry will be judged the winner and will be contacted. The judge's decision will be final and no correspondence will be entered into.
- 12. The Prize includes return economy airfares between winner's closest Australian state capital city and Sydney departing on 27 September 2019, one (1) night accommodation in a four star hotel in Sydney including breakfast, and return transfers from the accommodation to the Event.
- 13. Prizes are subject to availability and the terms and conditions of participating service providers. Travel suppliers/ airlines to be chosen at the Promoter's discretion.
- 14. The winner and travelling companions must travel together on the same flights and stay at the same venue. Once booking is confirmed, changes will incur a fee to be paid by the winner. It is a condition of accepting the Prize that the winner and their travelling companions must comply with all the conditions of use of the Prize and prize supplier's requirements. Winner will be required to present credit card at time of accommodation check in.
- 15. Any additional costs not specified in these Conditions including, without limitation, additional meals, mini bar or hotel costs, travel insurance and additional travel and transfers, will be the sole cost and responsibility of the prize winner and their companions.
- 16. 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.
- 17. 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.

18. If there is a dispute as to the identity of an entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the entrant.
19. Arrangements for fulfilment of the Prize will be discussed with the winner upon notification of win.

Promoter's Rights and Liabilities

20. The Promoter is not responsible for the safety of the individual as result of redeeming the Prize.
21. The Promoter reserves the right to verify the validity of entries (including an entrants age and residence), at any time during or after the competition, 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 competition. 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 winner or their parent/guardian following any validation and verification that the Promoter requires in its sole discretion.
22. Failure of the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights.
23. If the Promoter is unable to contact the winner to claim fulfilment of the Prize, that 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.
24. 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.
25. Costs of accessing the Internet is the entrant's responsibility and may be dependent on the internet service provider used.
26. 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 Conditions will be invalid.
27. Prizes are not transferable or exchangeable and cannot be taken as cash.
28. In the event that the Prize/s are/is not available despite the Promoter's reasonable endeavours to procure the Prize, the Promoter reserves the right to substitute prize(s) of equal or greater recommended retail value.
29. All entries submitted become the property of the Promoter. Entries will not be returned to any entrant. As a condition of entering into this competition, 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).

30. 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 and the Promoter reserves the right, in its absolute discretion, to reject entries for any breach of the above terms.
31. 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 competition or taking or utilising any goods/services offer 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 competition 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 competition.
32. Certain legislation implies guarantees or conditions or imposes obligations upon the Promoter which cannot be excluded, restricted or modified or cannot be excluded, restricted or modified except to a limited extent. These Terms and Conditions do not exclude or limit the application of any statutory provision where to do so would contravene that statute or a cause any part of these Conditions to be void.
33. In the event of war, terrorism, state of emergency or disaster, the Promoter reserves the right to cancel, terminate, modify or suspend the competition or the Event.
34. If for any reason this competition or the Event is not capable of running as planned, whether caused by inclement weather, 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, the Promoter reserves the right in its sole discretion to cancel, terminate, modify or suspend the promotion. The Promoter may in its sole discretion disqualify any individual who tampers with the entry process.
35. The Promoter collects personal information about entrants to include entrants in the competition, awarding 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 competition or LG may not be able to award the Prize. By participating in the competition, 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.

36. The Promoter may share information with its related companies, with third parties for the purpose of fulfilling the terms of the competition, 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.
37. 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.
38. The Promoter is LG Electronics Australia Pty Ltd A.B.N. 98 064 531 264 of 2 Wonderland Drive, Eastern Creek, NSW, 2766.