

**LG GOLDEN HEARTS:  
 Ronald McDonald House Charities (RMHC) VOLUNTEERS - GAME OF SKILL  
 FULL TERMS AND CONDITIONS**

**Details**

<b>Competition</b>	The “ <b>Competition</b> ” is the LG Golden Hearts – Ronald McDonald House Charities Volunteers being run by the Promoter during the Competition Period.																																	
<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>Competition Period</b>	The Competition commences at 12:01am (Sydney time) on Monday 28 <sup>th</sup> March 2022 and closes at 11:59pm (Sydney time) on Friday 6 <sup>th</sup> May 2022 (“ <b>Competition Period</b> ”).																																	
<b>Who can participate?</b>	To enter the Competition, ‘Entrants’ and the ‘Golden Hearts’ Nominees they nominate, must: <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;</li> <li>c. submit an entry in accordance with these Terms; and</li> <li>d. comply with these Terms.</li> </ol>																																	
<b>Entrant</b>	<b>Entrant</b> means an eligible entrant who enters a Nominee in this Competition in accordance with these Conditions.																																	
<b>Nominee</b>	<b>Nominee</b> means an individual who volunteers at Ronald McDonald House Charities within Australia nominated by an Entrant as an “LG Golden Heart” in accordance with these Terms.																																	
<b>Prize Pool</b>	<p><b>Prize Pool</b> means one (1) of the following three (3) prize packages, to be chosen by each winner at their discretion:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr style="background-color: #333; color: white;"> <th style="text-align: left;">Prize Package Name</th> <th style="text-align: left;">Prize</th> <th style="text-align: center;">Number</th> <th style="text-align: right;">Value</th> </tr> </thead> <tbody> <tr> <td rowspan="2">Movie Night</td> <td>LG C1 55 inch 4K Smart Self-Lit OLED TV: OLED55C1PTB</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$2,876.00</td> </tr> <tr> <td>LG XBOOM 360 - RP4B - Omnidirectional 360° Sound Portable Wireless Bluetooth Speaker: RP4B</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$569.00</td> </tr> <tr> <td rowspan="4">Work or Play</td> <td>LG gram 14" Ultra-Lightweight and Slim Laptop: 14Z90P-G.AA85A</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$2,179.00</td> </tr> <tr> <td>34" UltraWide FHD HDR Monitor: 34WP500-B</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$499.00</td> </tr> <tr> <td>LG TONE Free FP9A Wireless Earbuds: FP9</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$399.00</td> </tr> <tr> <td>LG XBOOM 360 - RP4B - Omnidirectional 360° Sound Portable Wireless Bluetooth Speaker: RP4B</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$569.00</td> </tr> <tr> <td rowspan="2">Home Beautiful</td> <td>14kg Total Washing Load TWINWash® System including LG MiniWasher: WV9-1412W-WTP20WY</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$2,289.00</td> </tr> <tr> <td>Powerful Cordless Handstick with Power Drive Mop™: A9K-PRO</td> <td style="text-align: center;">1</td> <td style="text-align: right;">\$1,199.00</td> </tr> </tbody> </table>			Prize Package Name	Prize	Number	Value	Movie Night	LG C1 55 inch 4K Smart Self-Lit OLED TV: OLED55C1PTB	1	\$2,876.00	LG XBOOM 360 - RP4B - Omnidirectional 360° Sound Portable Wireless Bluetooth Speaker: RP4B	1	\$569.00	Work or Play	LG gram 14" Ultra-Lightweight and Slim Laptop: 14Z90P-G.AA85A	1	\$2,179.00	34" UltraWide FHD HDR Monitor: 34WP500-B	1	\$499.00	LG TONE Free FP9A Wireless Earbuds: FP9	1	\$399.00	LG XBOOM 360 - RP4B - Omnidirectional 360° Sound Portable Wireless Bluetooth Speaker: RP4B	1	\$569.00	Home Beautiful	14kg Total Washing Load TWINWash® System including LG MiniWasher: WV9-1412W-WTP20WY	1	\$2,289.00	Powerful Cordless Handstick with Power Drive Mop™: A9K-PRO	1	\$1,199.00
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	<p>The value of the Prize Pool at the commencement of the Competition is:</p> <p>Movie Night – up to \$3,445.00  Work or Play – up to \$3,646.00  Home Beautiful – up to \$3,488.00</p> <p>Prices are in Australian dollars and represent the total recommended retail price for each package.</p> <p>Maximum total prize pool is valued at AU\$40,106.00 (RRP), as at the commencement of the Competition. The Promoter accepts no responsibility for any variation in the value of the Prize Pool from that stated in these Terms after the Competition commences.</p> <p><b>Prize and Prizes</b> means a choice of one (1) of the three (3) prize packages that comprise the Prize Pool.</p>
<b>Maximum number of entries</b>	<p>There is no limit on the number of Nominees an Entrant may nominate, or on the number of nominations an individual Nominee may receive (i.e. from different Entrants). However an Entrant may only nominate an individual Nominee once. All eligible Nominees remain entered in the Competition and eligible to win during the entire Competition Period.</p>
<b>How to enter</b>	<p>To nominate an eligible Nominee to win a prize, each Entrant must, during the Competition Period:</p> <ol style="list-style-type: none"> <li>a. Visit the web page at <a href="http://www.lglifegood.com.au">www.lglifegood.com.au</a>;</li> <li>b. Complete the online nomination form with details of the Nominee's name, email address and telephone number, along with the Entrant's own name, email address and telephone number;</li> <li>c. Nominate a Ronald McDonald House Charities Volunteer within Australia and tell us, in 50 words or less, how they go the extra mile to help out in their RMHC Chapter;</li> <li>d. Upload a photograph of the Nominee; and</li> <li>e. Confirm that the Entrant has obtained the Nominee's consent (1) to the Nominee's nomination and (2) to the Entrant providing to the Promoter the Nominee's name, phone number, email address and photograph for use in accordance with these Terms.</li> <li>f. Expressly consent to the collection, storage, use and disclosure of the entrant's personal information in accordance with these Terms by selecting the ['I agree' check box].</li> </ol>
<b>Selection of winners</b>	<ol style="list-style-type: none"> <li>a. Entries will be judged by a panel of six judges, consisting of three representatives from the Promoter and three representatives from Ronald McDonald House Charities Australia. Eleven (11) winning Nominees (one from each Ronald McDonald House Charities Chapter) will be selected by the judges according to the judges' assessment of the best entries submitted during the Competition Period, having regard to the Nominee's contribution to the Ronald McDonald House Charities community.</li> <li>b. This Competition is a game of skill. Chance plays no part in determining winners. All valid entries will be judged individually on their merit according to skill, originality and creative merit. Each winning Nominee will receive the Prize that they select from the Prize Pool. The judges' decision will be final and no correspondence will be entered into.</li> </ol>
<b>Judging details</b>	<p>Judging will take place during the week commencing Monday 9th May 2022 and ending Friday 13th May 2022 at LG Electronics Australia, 2 Wonderland Drive, Eastern Creek NSW.</p>
<b>Notification of Winner</b>	<p>Winning Nominees will be notified by the Promoter via the email address or phone number provided to the Promoter within one week after judging takes place. It is the responsibility of winners to check their email and phone to determine if they have won a prize, and to respond to requests for information.</p> <p>In order to receive their Prize, winners must confirm in writing to the Promoter which Prize from the Prize Pool they choose, notify their preferred address (which must be located in Australia) to the Promoter for prize delivery, and provide permission for the Promoter to use their images, any associated footage and stories for the Purposes of the Promotion.</p> <p>If a winner cannot be contacted or does not respond to the Promoter's request for information relating to collection of the winner's prize and other required confirmations referred to above within 60 days, then that winner will forfeit their Prize and that Prize shall be awarded to next best valid entry relating to a Nominee from the same Ronald McDonald House Chapter as determined by the panel of judges. The Promoter will not be liable to Entrants or Nominees for any forfeited prizes and no correspondence will be entered into.</p>

<b>Publication details</b>	The winners will be announced on the Promoter's social media channels (including Facebook page) and at <a href="http://lglifesgood.com.au">lglifesgood.com.au</a> within five (5) business days of being selected.
<b>Delivery</b>	Delivery of all components of a Prize may take up to 6 months due stock availability.
<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>
<b>&lt;Choice&gt;Social Media</b>	<p>a. This Competition is not in any way sponsored, endorsed or administered by, or associated with, any social media platform, including Facebook, Inc, Instagram or Twitter. By participating in this Competition, claimants agree to release any social media platform from any and all claims or liability that the claimant may have against the social medial platform arising out of this Competition.</p> <p>b. Claimants acknowledge that use of social media platforms is subject to the terms of service of that platform. The Promoter is not responsible or liable for any loss, damage or injury suffered by any claimant as a result of the conduct of any social media platform, including the decision of any platform to remove or not remove any photographs, except for liability which cannot be excluded by law.</p> <p>c. Any opinions or views expressed on a social media platform by a third party are not the views or opinions of the Promoter. The Promoter excludes liability for any content on any platform that is inaccurate, incomplete, unlawful or inappropriate.</p>

### Conditions of entry

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

### Who is not eligible to participate?

- 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.

Ronald McDonald House Charities employees, directors and/or officers (and their immediate family members of their households) are eligible to nominate a RMHC volunteer for this Competition but are ineligible to be selected as a winner.

**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.

### Prizes

- The Promoter accepts no responsibility for any variation in the value of the Prizes or Prize Pool from that stated in these Terms. If any Prize becomes unavailable for reason beyond the Promoter's control, the Promoter may substitute a prize of equal or greater value.

### How to enter

- Entries must be received by the Promoter during the Competition Period. Entries received after the Competition Period will not be accepted.
- Entrants must only enter their own original entries in relation to a Nominee. Entries must not have been previously published in any forum worldwide.
- The Promoter accepts no responsibility for inaccurate or incorrect information provided to the Promoter in connection with this Competition. Entrants are responsible for notifying the Promoter of any changes to contact or mailing details that are provided to the Promoter.
- 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.

### Verification and invalid entries

- 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.

9. Entries will be invalid if the judging panel determines content included in an entry is inappropriate, disrespectful or offensive.
10. The Promoter is not responsible for receipt of incomplete, damaged, incomprehensible, indecipherable or illegible entries. All such entries may be deemed invalid.
11. Claims that include errors or omissions may be accepted at the Promoter's discretion.
12. 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 or the Nominee's identity, age, residential address and email address, purchase receipt or tax invoice (if applicable), compliance with these Terms, eligibility and any other information provided to the Promoter in the course of participating in the Competition.
13. 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 or Entrant has not been verified to the Promoter's reasonable satisfaction within the time requested, that entry will be invalid. Verification is at the discretion of the Promoter, whose decision is final.
14. The Promoter may at its absolute discretion, disqualify an entry and not award a Prize to a Nominee where the Entrant:
  - 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. in the Promoter's reasonable belief:
    - 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 Competition;
    - 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 Competition; 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 Competition.

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.

15. 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

16. 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 Competition;
  - 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.

17. 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 Competition 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 Competition, 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.
18. 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.
19. Entrants (or if the entrant is under 18, their parent or guardian) consent to the Promoter using the name, likeness, image and/or voice (including photograph, film or recording of the same) of the Entrant and the Nominee 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 Competition.
20. Entries will not be returned to any entrant.

#### **Delivery of Prize**

21. The Promoter will notify winners how prizes will be delivered.
22. 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.
23. Delivery of Prizes may take up to the time specified in the Details. The Promoter is not responsible for any delays in delivery outside its control.
24. If a Prize 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 Prize, any loss or damage to the Prize, any failure relating to the Prize or failure by the third party supplier to meet any obligations under these Terms or otherwise.

#### **Liability**

25. 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.
26. 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 Competition, 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 Competition;
  - c. any third party interference or unlawful act;
  - d. any loss or damage to any computer related to or resulting from participation in this Competition, downloading any materials in connection with the Competition 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 Prize or the Prize Pool;
  - g. any tax liability incurred by an entrant or their Nominee; and
  - h. any receipt, taking, acceptance or use of a Prize.

27. The Promoter is not responsible for the safety of individuals who redeem a Prize.
28. 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 Competition.
29. 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 Competition.
30. The Promoter accepts no responsibility for entries or other communications that are late, lost, delayed, misdirected, incomplete, illegible or incorrectly submitted.
31. 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.

32. Any attempt to deliberately damage or interfere with the Promoter's website or the Competition 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 Competition 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. If the Promoter suffers loss or incurs any costs in connection with any breach of these Terms the Entrant agrees to indemnify the Promoter for those losses, damages and costs.
33. 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**

34. Entrants must expressly consent to the collection, storage, use and disclosure of their personal information by the Promoter in accordance with these Terms by selecting the ['I agree' check box] on the Competition website at <https://lglifesgood.com.au/nominate-a-rmhc-volunteer>
35. The Promoter collects personal information from entrants who expressly consent to the collection of this information. This personal information is collected for the purposes of the conduct of this Competition and for future promotional, marketing and publicity purposes. Entrants consent to the collection, storage and use of personal information for these purposes.
36. The Promoter may disclose such 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 Competition;
  - 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.
37. If personal information requested by the Promoter in the course of conducting this Competition is not provided, the entrant may not be eligible to participate in the Competition and/or the Promoter may not be able to provide the Prize to the Entrant's Nominee.
38. Entrants and Nominees 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.
39. 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**

40. Any costs associated with entering the Competition and making a claim, including accessing the Competition 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 and their winning Nominee. 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 and their Nominee.

41. Prizes are not refundable, transferable or exchangeable and are not redeemable for cash (except where the Prize is specified to be cash). Prizes must be taken as offered and cannot be varied.
42. These Terms are governed by the laws of New South Wales. Entrant submit to the non-exclusive jurisdiction of the courts of New South Wales.