

“EBRANCH JAN & FEB 2018 CAN COOLER” PROMOTION
TERMS AND CONDITIONS

1. Information on how to enter and the gift form part of these Terms and Conditions. Participation in this promotion is deemed acceptance of these Terms and Conditions.
2. Entry is open to businesses operating in Australia that are Auslec/L&H credit account holders (each an **“Eligible Business”**). Entry excludes directors, management, employees and their immediate families of the Promoter and its related bodies corporate and agencies associated with this promotion. Immediate family means any of the following: spouse, ex-spouse, defacto spouse, child or step-child (whether natural or by adoption), parent, stepparent, grandparent, step-grandparent, uncle, aunt, niece, nephew, brother, sister, stepbrother, stepsister or 1st cousin.
3. The promoter is L&H Group of 142 Dorcas Street, South Melbourne VIC 3205 ABN 19 730 781 473, Telephone: 03 9697 1556 (**“Promoter”**).
4. Promotion commences on 19/02/2018 and closes 11:59pm AEDST on 31/03/2018, or once two hundred and fifty (250) gifts have been awarded, whichever is first to occur (**“Promotional Period”**).
5. To be eligible for the promotion an Eligible Business must, during the Promotional Period, spend a minimum of \$10,000 (excluding GST) on any products via the L&H eBranch Application or online at <https://www.ebranch.online> (**“Qualifying Spend”**). For clarity, only orders that are invoiced during the Promotional Period will be eligible for the purpose of this promotion. The Qualifying Spend does not need to be made in a single transaction, but can be made up over a number of transactions during the Promotional Period.
6. The first two hundred and fifty (250) Eligible Businesses to make the Qualifying Spend during the Promotional Period will each receive the gift of a Can Cooler valued at \$249.50. Each Can Cooler is a black 65L Can Cooler Barrel Fridge on castor wheels with a tempered glass ‘flip’ open style lid (size: W: 445mm x D: 445mm x H: 960mm and weight: 22kg).
7. Limit of one (1) gift per Eligible Business.
8. Eligible Businesses must be within the Promoter’s trading terms throughout the Promotional Period and must not have overdue monies owing as at the close date in order to be eligible to claim any gift.
9. Winning Eligible Businesses will be notified by email and telephone within two (2) business days of successfully qualifying. The names of all winning Eligible Businesses will also be announced online at www.lh.com.au and on the L&H eBranch Application from 06/04/2018.
10. In all instances, gifts will be awarded to the manger or owner of the respective winning Eligible Business who may, in his/her absolute discretion, allocate the gift to any employee (aged 18 years or over) of that Eligible Business (the **“Gift Recipient”**). Gift Recipients agree to abide by these Terms and Conditions as a condition of accepting a gift.
11. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business who the Promoter has reason to believe has breached any of these Terms and Conditions, tampered with the entry process or engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of the promotion. Errors and omissions may be accepted at the Promoter's discretion. Failure by the Promoter to enforce any of its rights at any stage does not constitute a waiver of those rights. The Promoter's legal rights to recover damages or other compensation from such an offender are reserved.
12. Eligible Businesses must retain either their original OR a copy of their invoice(s) for all entries as proof of purchase. Failure to produce the proof of purchase for all entries when requested may, in the absolute discretion of the Promoter, result in invalidation of ALL of an Eligible

Business' entries and forfeiture of any right to a gift. Invoice(s) must clearly specify that the purchase was made during the Promotional Period.

13. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion.
14. The Promoter's decision is final and no correspondence will be entered into.
15. If for any reason a Gift Recipient does not take a gift at the time stipulated by the Promoter, then the gift will be forfeited and will not be redeemable for cash.
16. If any gift is unavailable, the Promoter, in its discretion, reserves the right to substitute the gift with a gift of the equal value and/or specification, subject to any written directions from a regulatory authority.
17. Gifts are not transferable or exchangeable and cannot be taken as cash.
18. Total gift pool is \$62,375.
19. As a condition of accepting a gift, the owners of winning Eligible Businesses and Gift Recipients consent to the Promoter using the Eligible Businesses' details and the Gift Recipient's name, likeness, image and/or voice (including photograph, film and/or recording of the same) in any media for an unlimited period without remuneration for the purpose of promoting this promotion (including any outcome), and promoting any products manufactured, distributed and/or supplied by the Promoter.
20. If this promotion is interfered with in any way or is not capable of being conducted as reasonably anticipated due to any reason beyond the reasonable control of the Promoter, including but not limited to technical difficulties, unauthorised intervention or fraud, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law: (a) to disqualify any Eligible Business; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
21. Any cost associated with accessing the L&H eBranch Application or the website is the Eligible Business' responsibility and is dependent on the Internet service provider used.
22. 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 States and Territories of Australia ("Non-Excludable Guarantees"). Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective 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.
23. Except for any liability that cannot by law be excluded, including the Non-Excludable Guarantees, the Promoter (including its respective officers, employees and agents) is not responsible for and 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: (a) any technical difficulties or equipment malfunction (whether or not under the Promoter's control); (b) any theft, unauthorised access or third party interference; (c) any entry or gift claim that is late, lost, altered, damaged or misdirected (whether or not after their receipt by the Promoter) due to any reason beyond the reasonable control of the Promoter; (d) any variation in gift value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business or Gift Recipient; or (f) use/taking of a gift.
24. All entries become, at the time of entry, the property of the Promoter. The Promoter collects personal information to include the Eligible Business in the promotion and where appropriate award gifts. If the personal information requested is not provided, the Eligible Business cannot participate in the promotion. By participating in the promotion, authorised representatives also acknowledge that a further primary purpose for collection of the personal information by the

Promoter is to enable the Promoter to use the information to assist the Promoter in improving goods and services and to contact the authorised representatives in the future with information on special offers or provide the authorised representatives 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. The Promoter may share information with its Australian related companies or promotional partners who may contact the authorised representatives with special offers in this way. By entering the promotion, authorised representatives agree that the Promoter may use their personal information in the manner set out in this condition. Authorised representatives also agree that the Promoter may publish or cause to be published the Eligible Business' name and locality (and their name) in any media as required under the relevant State or Territory lottery legislation. Authorised representatives can also gain access to, update or correct any personal information by contacting the Promoter at the address below. All personal information will be stored at the office of the Promoter at the address indicated in Clause 3 above. A copy of the Promoter's Privacy Policy in relation to the treatment of personal information collected, including the complaint management procedures, may be obtained by contacting the Promoter.

NSW Permit No. LTPS/18/21449 SA Permit No. T18/118