**“AUSLEC/L&H NHP QUEENSTOWN” PROMOTION**

**TERMS AND CONDITIONS**

1. Information on how to enter and the prize 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 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 Level 1, 142 Dorcas Street, South Melbourne VIC 3205 ABN 19 730 781 473. Telephone: 03 9697 1560 (“Promoter”).
4. Promotion commences on 01/07/2018 and closes 11:59pm AEST on 30/09/2018 (“Promotional Period”).
5. To enter and receive one (1) automatic entry into the draw, Eligible Businesses must, during the Promotional Period, spend at least $2,500 (excluding GST) on NHP products via the eBranch at <https://www.lhgnow.com.au/> and/or in person at an Auslec/L&H branch (“Qualifying Spend”).
6. For clarity, orders do not have to be in a single invoice and can be made over multiple invoices, so long as the total amount spent is $2,500 (excluding GST) and during the Promotional Period. Only orders that are invoiced will be eligible for the purpose of this promotion.
7. Only one (1) entry is permitted per Eligible Businesses.
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 prize.
9. The draws will take place at 12.00pm AEDST on 09/10/2018 at Anisimoff Legal, Suite 5, Erina Plaza, 210 Central Coast Highway, Erina NSW 2250. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn.
10. Entries will be divided into the following State/Territory groups: NSW/ACT, VIC/TAS, WA, QLD and SA/NT. The first valid entry drawn in in each group will each win a trip for one (1) adult to Queenstown, New Zealand valued at up to AUD$6,000, depending on point of departure. Prize includes:
* One (1) x return economy airfares from winner's nearest capital city to Queenstown, New Zealand;
* Three (3) nights in a single room minimum 4staraccommodation;
* Breakfast, lunch and dinner daily on set menu (to be determined by the Promoter);
* Return airport transfers;
* Return transfers to all activities (jet boating, white water rafting and quad bike riding);
* Jet boating;
* White water rafting; and
* Quad Bike riding.

Spending money, additional meals, insurance, transport to and from departure point, additional transfers, items of a personal nature, in-room charges and all other ancillary costs are not included. All five (5) winners will travel together as one (1) group, with the prize being taken from 22/11/2018 to 25/11/2018 and is subject to booking and flight availability.

1. Prizes will be awarded to the manager or owner of the respective winning Eligible Business who may, in his/her absolute discretion, allocate the prize to any employee (aged 18 years or over) of that Eligible Business (the “Prize Recipient”). Prize Recipients agree to abide by these Terms and Conditions as a condition of accepting a prize.

1. Prize Recipients are responsible for ensuring that they have valid passports, and any requisite visas, vaccinations and travel documentation. Itinerary to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize. Prize is subject to the standard terms and conditions of individual prize and service providers. Prize Recipients may be required to present their credit card at time of accommodation check in. The activities listed in clause 8 above (jet boating, white water rafting and go-karting) are subject to booking availability and may be amended as reasonably deemed necessary by the Promoter.
2. The Prize Recipients of the prize acknowledge that the prize includes some dangerous activities i.e. jet boating, white water rafting and quad bike riding (“**Activities**”) and those Activities may result in injury or death, and that they participate at their own risk. Prize Recipients must: (a) attend, undergo and pass any appropriate training, briefings, required medical tests and other requirements of the Promoter and Activity organisers as determined by them in their absolute discretion; (b) not have any heart condition or history thereof, or other medical conditions that would make it dangerous to participate in an Activity; (c) not be under the influence of drugs or alcohol; (d) comply with all directions of the Promoter and Activity organisers at all times; and (e) wear all safety and other equipment required. The Promoter and Activity organisers, in their absolute discretion, at all times reserve the right to: (a) prevent any Prize Recipient from participating in an Activity if, at any time, they reasonably believe that the Prize Recipient poses a safety risk or for any other reason; and/or (b) cancel the Activity if the conditions are deemed dangerous. If an Activity is varied for any reason beyond the control of the Promoter it may not be rescheduled and no compensation will be offered.
3. The winning Eligible Businesses will be notified within two (2) business days of the draw. The names of the winning Eligible Businesses will be published at www.lh.com.au from 11/10/2018.

**GENERAL**

1. 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 processor engaged in any unlawful or other improper misconduct calculated to jeopardise fair and proper conduct of thepromotion. 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.
2. Entrants 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 entrant’s entries and forfeiture of any right to a prize. Invoice(s) must clearly specify that the purchase was made during the Promotional Period.
3. Incomplete or un-submitted orders will not be accepted for entry into the promotion.
4. The Promoter’s decision is final and no correspondence will be entered into.
5. Subject to the unclaimed prize draw clause, if for any reason a Prize Recipient does not take the prize (or a part of the prize) by the time stipulated by the Promoter, then the prize (or that part of the prize) will be forfeited and will not be redeemable for cash.
6. If any prize (or part of any prize) is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize (or that part of the prize) with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
7. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
8. Total prize pool value is up to AUD$30,000.The total prize pool value in each State/Territory group is up to AU $6,000.
9. A draw for any unclaimed prizes may take place on 22/10/2018 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winning Eligible Businesses, if any, will be notified in writing within two (2) business days of the draw. The names of the winning Eligible Businesses will be published at www.lh.com.au from 26/10/2018.
10. As a condition of accepting a prize, the owners of winning Eligible Businesses and Prize Recipients consent to the Promoter using the Eligible Businesses’ details and the Prize 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.
11. As a condition of accepting the prize, the Prize Recipients must sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion, including but not limited to a legal release and indemnity form.
12. 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.
13. 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.
14. 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 prize 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 prize value to that stated in these Terms and Conditions; (e) any tax liability incurred by an Eligible Business or Prize Recipient; or (f) use/taking of the prize.
15. 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 prizes. 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.

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