

“PIERLITE FIRE PIT” PROMOTION

TERMS AND CONDITIONS

1. Information on how to enter and the prizes 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 L&H/Auslec branch account customers (each an **“Eligible Entrant”**), excluding 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 1560 (**“Promoter”**).
4. Promotion commences on 01/10/2018 and ends at 11:59pm AEDT on 30/11/2018 (**“Promotional Period”**).
5. Eligible Entrants 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.
6. To enter, Eligible Entrants must spend a minimum of \$250 (excluding GST) in a single transaction on any Pierlite product/s at an Auslec and/or L&H branch and/or via the L&H eBranch Application and/or via the L&H website www.lh.com.au using their Auslec/L&H branch account during the Promotional Period (**“Qualifying Transaction”**). For clarity, only orders that are placed and invoiced during the Promotional Period will be eligible for the purposes of this promotion.
7. Multiple entries permitted, subject to the following: (a) only one (1) entry permitted per Qualifying Transaction (regardless of the amount spent in excess of \$250 (excluding GST) in that transaction); (b) each entry must be submitted separately and in accordance with entry requirements; and (c) a maximum of one (1) entry per person per day is permitted.
8. Eligible Entrants must retain either their original OR a copy of their purchase receipt(s)/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. Purchase receipt(s)/invoice(s) must clearly specify the store of purchase, that a minimum of \$250 (excluding GST) was spent on Pierlite product/s and that the purchase was made during the Promotional Period but prior to entry.
9. The Promoter reserves the right, at any time, to verify the validity of entries and Eligible Entrants (including an entrant’s identity, age and place of residence) and reserves the right, in its sole discretion, to disqualify any individual 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.
10. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion.
11. If there is a dispute as to the identity of an Eligible Entrant, the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Entrant.

12. The draws will take place at the Promoter's office, Level 1, 142 Dorcas Street, South Melbourne VIC 3205 on 06/12/2018 at 11.00 am AEDT. There will be one (1) draw for the entries received for each Auslec and L&H branch, as per each Eligible Entrant's account, with one hundred and fifty-seven (157) draws in total. For the removal of doubt, if an Eligible Entrant makes their Qualifying Transaction via the L&H eBranch Application and/or the L&H website their entry will be allocated to their local Auslec/L&H branch, as per their account. The Promoter may draw additional reserve entries in each draw and record them in order in case an invalid entry or ineligible entrant is drawn. Winners will be notified by telephone and in writing within two (2) business days of the draw and their name will be published online at www.lh.com.au from 11/12/2018. Any winners from SA will also have their name published in The Advertiser on 18/12/2018.
13. The Promoter's decision is final and no correspondence will be entered into.
14. The first valid entry drawn in each draw will each win a prize pack valued at \$500. Each prize pack includes:
 - 1 x Fire Pit;
 - 1 x Cooler box; and
 - 1 x Rotisserie.
15. Subject to the unclaimed prize draw clause, if for any reason a winner does not take / redeem a prize (or an element of the prize) at/by the time stipulated by the Promoter, then the prize (or that element of the prize) will be forfeited.
16. 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.
17. Total prize pool value is \$78,500. Total prize value in NSW is \$17,500. Total prize value in ACT is \$1,500. Total prize value in QLD is \$17,000. Total prize value in VIC is \$18,000. Total prize value in TAS is \$2,500. Total prize value in WA is \$9,500. Total prize value in SA is \$12,000. Total prize value in NT is \$500.
18. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
19. A draw for any unclaimed prizes may take place on 06/03/2019 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified by telephone and in writing within two (2) business days of the draw and their names will be published online at www.lh.com.au from 13/03/2019. Any winners from SA will also have their name published in The Advertiser on 20/03/2019.
20. Eligible Entrants consent to the Promoter using their name, likeness, image and/or voice in the event they are a winner (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.
21. 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 Entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
22. Any cost associated with accessing the promotional website is the Eligible Entrant's responsibility and is dependent on the Internet service provider used.

23. 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.
24. 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 a winner or Eligible Entrant; or (f) use of a prize.
25. The Promoter collects personal information ("**PI**") in order to conduct the promotion and may, for this purpose, disclose such PI to third parties, including but not limited to agents, contractors, service providers, prize suppliers and, as required, to Australian regulatory authorities. Entry is conditional on providing this PI. The Promoter will also use and handle PI as set out in its Privacy Policy, which can be viewed at www.ebranch.online. In addition to any use that may be outlined in the Promoter's Privacy Policy, the Promoter may, for an indefinite period, unless otherwise advised, use the PI for promotional, marketing, publicity, research and profiling purposes, including sending electronic messages or telephoning the Eligible Entrant. The Privacy Policy also contains information about how Eligible Entrants may opt out, access, update or correct their PI, how Eligible Entrants may complain about a breach of the Australian Privacy Principles or any other applicable law and how those complaints will be dealt with. All entries become the property of the Promoter. The Promoter will not disclose PI to any entity outside of Australia.

NSW Permit No. LTPS/18/27873 SA Permit No. T18/1610