

“PIERLITE EBRANCH” 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, EWS or Auslec credit account holders (each an “**Eligible Business**”), 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 (ABN 19 730 781 473) of Level 2, 1 Chapel Street, Blackburn VIC 3130, telephone: 03 9697 1556 (“**Promoter**”).
4. Promotion commences on 04/09/2019 and ends at 11:59pm AEST on 30/09/2019 (“**Promotional Period**”).
5. To receive an automatic entry into the draw an Eligible Business must, during the Promotional Period, spend a minimum of \$250 (excluding GST) on Pierlite products via the L&H eBranch Application or online at <https://www.ebranch.online>, via their L&H account (“**Qualifying Spend**”). Eligible Businesses will receive one (1) entry into the draw for every \$250 (excluding GST) spent in a Qualifying Spend. For clarity, the Qualifying Spend does not need to be made in a single transaction and can be made up over a number of transactions during the Promotional Period.
6. 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.
7. The Promoter reserves the right, at any time, to verify the validity of Eligible Businesses and reserves the right, in its sole discretion, to disqualify any Eligible Business that the Promoter has reason to believe has breached any of these Terms and Conditions 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.
8. Incomplete or un-submitted orders will not be accepted for entry into the promotion.
9. The draw will take place at L&H Group of Level 2, 1 Chapel Street, Blackburn VIC 3130 on 02/10/2019 at 11:00am AEST. The Promoter may draw additional reserve entries and record them in order in case an invalid entry or ineligible entrant is drawn. Winning Eligible Businesses will be notified in writing within two (2) business days of the draw and their names will be published on the L&H eBranch Application and online at <https://www.ebranch.online> from 07/10/2019.
10. The Promoter’s decision is final and no correspondence will be entered into.

11. The first ten (10) valid entries drawn will each win one (1) L&H branded fire pit and one (1) cooler box valued at \$249 in total.
12. In all instances, 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 of that Eligible Business (the "**Prize Recipient**"). Prize Recipients agree to abide by these Terms and Conditions as a condition of accepting a Prize.
13. Subject to the unclaimed prize draw clause, if for any reason a Prize Recipient winner does not take a prize (or element of a prize) by the time stipulated by the Promoter, then the prize will be forfeited.
14. If a 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.
15. Total prize pool value is \$2,490.
16. Prizes, or any unused portion of a prize, are not transferable or exchangeable and cannot be taken as cash.
17. A draw for any unclaimed prizes may take place on 06/01/2020 at the same time and place as the original draw, subject to any directions from a regulatory authority. Winners, if any, will be notified in writing within two (2) business days of the draw and their names will be published on the L&H eBranch Application and online at <https://www.ebranch.online> from 10/01/2020.
18. 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.
19. 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 entrant; or (b) subject to any written directions from a regulatory authority, to modify, suspend, terminate or cancel the promotion, as appropriate.
20. Any cost associated with accessing the promotional website is the entrant's responsibility and is dependent on the Internet service provider used.
21. 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.

22. 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 Business; or (f) use of a prize.
23. 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 entrant. The Privacy Policy also contains information about how entrants may opt out, access, update or correct their PI, how 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/19/37816