

“eBranch SPIN TO WIN” 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 only open to businesses operating in Australia that are L&H/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. For the removal of doubt, general cash sale account holders will not be eligible to enter the promotion.
3. The promoter is L&H Group of Level 2, 1 Chapel St, Blackburn VIC 3130 ABN 19 730 781 473, telephone: 03 9697 1556 (“**Promoter**”).
4. Promotion commences on 01/12/2019 and entries close at 11:59pm AEDT on 13/12/2019 (“**Promotional Period**”) or once all instant win prizes have been won, whichever occurs first.
5. To be eligible to enter, Eligible Businesses must, during the Promotional Period, spend a minimum of \$250 (excluding GST) in a single transaction on any products via the eBranch Application or online at <https://www.ebranch.online/> (“**Qualifying Purchase**”). Only orders that are invoiced will be eligible for the purpose of this promotion.
6. Upon making their Qualifying Purchase, Eligible Businesses will be provided with instructions on how to enter online OR they will receive an email with a link to ‘Spin To Win’. For each Qualifying Purchase, an Eligible Business will receive one (1) spin, per Eligible Business per day.
7. To enter, Eligible Businesses must then, during the Promotional Period, either click on the ‘Spin To Win’ link contained within the email, which will take them to the promotion entry page OR visit www.lh.com.au/ebranchspin. Eligible Businesses must input their L&H/Auslec credit account number when prompted to reveal a ‘Spin To Win’ wheel, which they must click on to reveal whether or not they have won an instant prize. Instant winners will be notified immediately on screen as to which instant prize they have won and will be given instructions on how to claim their prize. All Eligible Businesses will be entered into the unclaimed prize draw.
8. 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 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.
9. If there is a dispute as to the identity of an Eligible Business the Promoter reserves the right, in its sole discretion, to determine the identity of the Eligible Business.
10. Incomplete, cancelled or un-submitted orders will not be accepted for entry into the promotion. In the event an Eligible Business returns any products (that contributed to a Qualifying Purchase and subsequent prize being awarded) for any reason other than warranty purposes, the Eligible Business may be required to return the relevant prize to the Promoter in its absolute discretion.
11. The Promoter’s decision is final and no correspondence will be entered into.

12. Instant win prizes available to be won:

Quantity Available To Be Won	Instant Prize	Individual Prize Value (Exc GST)
2	Breville Nespresso VertuoPlus with Aeroccino 3 Milk Frother	\$238
2	Marley Stir it Up Wireless Bluetooth Turntable	\$322
6	Google Home Hub	\$ 180
1	Xbox One 1TB	\$379
1	Apple Air Pod 2 nd Gen	\$249
2	DJ Spark Drone	\$700
1	FitBit Versa	\$246
3	Apple TV 4K 32GB	\$249
50	L&H branded Cricket Cooler	\$250

13. All claims for instant prizes must be received by 11:59pm AEDT on 13/03/2020.
14. The names of all winning Eligible Businesses will be published online at www.lh.com.au from 13/12/2019.
15. 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.
16. 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.
17. If any prize is unavailable, the Promoter, in its discretion, reserves the right to substitute the prize with a prize to the equal value and/or specification, subject to any written directions from a regulatory authority.
18. Total prize pool value of all components is \$17,721. 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 at the Promoter’s office, Level 2, 1 Chapel Street, Blackburn VIC 3130 on 16/03/2020 at 3pm AEDT, 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 online at www.lh.com.au from 23/03/2020.
20. 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.
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 Business; 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 Business’ responsibility and is dependent on the Internet service provider used.

23. Quality control errors will not invalidate an otherwise valid prize claim. Unless otherwise due to fraud or ineligibility under these Terms and Conditions, all prize claims in excess of the advertised prize pool will be honoured. Any instant win prizes that are part of the advertised total prize pool will be awarded in the unclaimed prize draw in accordance with clause 19 above.
24. 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.
25. 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, Eligible Business or Prize Recipient; or (f) use of a prize.
26. 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 Business. The Privacy Policy also contains information about how Eligible Businesses may opt out, access, update or correct their PI, how they 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/19/40375. ACT Permit No. TP 19/0475. SA Permit No. T19/2018