

## TERMS & CONDITIONS

### **Promotion:**

TCL Melbourne Cup Carnival 2020 Promotion.

### **The Promoter:**

The "Promoter" is TCL Electronics Australia Pty Ltd, (ABN: 83 111 032 896), 797 Springvale Road, Mulgrave, VIC 3170.

### **Promotion Type:**

Cash back via Eftpos gift card.

### **Purchase Period:**

Purchase Period commences 09:00am AEST 1<sup>st</sup> October 2020.

Purchase Period concludes 11:59pm AEDST 11<sup>th</sup> November 2020.

### **Claim Period:**

Claim Period commences 09:00am AEST 1<sup>st</sup> October 2020.

Claims must be submitted within twenty-one (21) calendar days from the date of Qualifying Purchase (as defined below).

### **Relevant Locations:**

Australia

### **Participating Retailers:**

Retailers participating in the Promotion are Harvey Norman, JB Hi-Fi, Domayne, Joyce Mayne, The Good Guys, Betta Home Living, Binglee, Bi-Rite Electrical, Radio Rentals, Retravisio, Costco, RTE, Winning Appliances, Leading Appliances and Appliances Online and any other participating TCL retailers (in-store and online) throughout Australia. Participating Retailers will display Promotion materials.

If in doubt, a claimant may ask a retailer whether or not they are participating in the Promotion.

### **Eligible Claimants:**

The Promotion is only open to individuals aged 18 years or older who are residents of Australia, excluding management and employees of the Promoter, its associated companies/subsidiaries, Participating Retailers and agencies associated with this Promotion.

“Employees” means any directors, management, employees, concessionaires, consultants, officers and contractors or other such people who perform work under the control of another in exchange for payment.

The Promoter is responsible for determining whether a person is an Eligible Claimant in its absolute discretion.

**Claim Limit:**

Eligible Claimants may submit a limit of one (1) claim per Participating Product purchased in a Qualifying Purchase, and a maximum of four (4) claims across the Promotion.

**How to Participate:**

a) during the Purchase Period, purchase\* any Participating Product from a Participating Retailer (“Qualifying Purchase”);

b) collect and retain a copy of the purchase receipt from the Qualifying Purchase;

c) within twenty-one (21) calendar days of the date of Qualifying Purchase, visit [www.tcl.com/au/en/service/login.html](http://www.tcl.com/au/en/service/login.html) using a compatible browser, register to become a TCL member and follow the prompts to the online claim form; then

d) fully complete and submit the online claim form, providing all details required, including but not limited to:

I. any requested information about the Participating Product and Qualifying Purchase (including product purchased, place of purchase, purchase date and Product Serial Number found on the back of the TV unit);

II. uploading a copy of the Purchase Receipt from the Qualifying Purchase (“Qualifying Purchase Receipt”) in an accepted file size/format;

III. uploading an image of the Product Serial Number, which can be found on the back the TV unit, in an accepted file size/format;

IV. any requested personal information (including first name, last name, mobile phone number, email address, date of birth, street address, suburb, state and postcode);

V. indicate acceptance of these Terms and Conditions; and

VI. participate in a three (3) question customer survey.

*\*“Purchase” means to make payment in full for a Participating Product during the Purchase Period from a Participating Retailer (in-store or online). This Promotion is based on available stock only, and no back-orders will be accepted.*

*“Purchase” does not mean:*

*(a) rental payment plans with a term of less than eighteen (18) months;*

*(b) lay-buys or pre-orders made before the commencement of the Purchase Period;*

*(c) commercial or business transactions involving the purchase of more than three (3) units total of Participating Products;*

- (d) purchases via eBay or similar online third-party internet websites;*
- (e) second-hand products;*
- (f) purchases made in conjunction with any other TCL offer.*

**THEN**

e) If the claim is deemed valid (allow three (3) business days for Validation), the Eligible Claimant will receive notification of approval via email and SMS. The Eftpos gift card will be delivered by Standard Post within twenty-one (21) days of confirmation of the claim being approved. To read the full Eftpos gift card Terms and Conditions, go to <https://rewardscometrue.com.au/information/card-holder-19-digit-tcs/>.

f) If the claim is deemed invalid (allow three (3) business days for Validation), the Eligible Claimant will receive notification of decline via email, with the reason for decline and the opportunity to supply additional information to support their claim (if applicable) within seven (7) days.

**Participating Products:**

Participating Products are any of the following TCL television models:

<b>Model</b>
75X10
65X10
75X915
65X915
75C815
65C815
65C715
100P715
85P715
75P715

**Required Verification/Proof of Purchase:**

The following documentation must form part of a valid online claim:

**1. Qualifying Purchase Receipt:** the Qualifying Purchase receipt must clearly specify:

- the Participating Product purchased;
- the price of the Participating Product purchased;
- the Participating Retailer of purchase;
- the purchase date;
- the receipt number; and
- that payment for the Qualifying Purchase has been received in full.

If the Qualifying Purchase receipt is missing any of the above information, or is illegible or indecipherable, it will render the claim invalid.

**2. Product Serial Number:**

- The Product Serial Number of the television can be found on the back of the unit, printed on a sticker
- Please take a photo of the Product Serial Number and upload the image as part of your claim
- If no image of the Product Serial Number is provided, your claim will be deemed invalid.

If requested by the Promoter, Eligible Claimants must produce, within the time requested by the Promoter at its absolute discretion, appropriate photo identification or other documentation required by the Promoter to verify the identity, age, eligibility to participate in the Promotion and claim a Eftpos gift card, compliance with these Terms and Conditions, and/or the Qualifying Purchase receipt/s that correspond to the claim/s submitted in the Promotion.

If the items required by the Promoter are not received or a claimant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the claim/s submitted by the claimant will be deemed invalid.

Eftpos gift card's will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.

It is the responsibility of the claimant to provide the required information.

#### **Validation and Notification:**

All claims submitted in the Promotion will be reviewed by a representative of The Promoter ("Validation"). Claimants must allow three (3) business days for Validation to be completed.

If a claim is deemed valid the Eligible Claimant will receive an Eftpos gift card via Standard Post to the delivery address provided on the online claim form within twenty-one (21) days of confirmation of the claim being approved. Claimants must then follow the steps detailed on the Wallet in order to activate and use their Eftpos gift card. To read the full Eftpos gift card Terms and Conditions, go to <https://rewardscometrue.com.au/information/card-holder-19-digit-tcs/>.

If a claim is deemed invalid, the Eligible Claimant will receive an email notifying them that their claim is invalid, reasons why (such as but not limited to the purchase receipt provided being unclear) and, if applicable, next steps. The Eligible Claimant will have seven (7) days from the date of the notification email to provide the requested information to the Promoter, unless expressly stated otherwise in the notification email. The Promoter reserves the right to deem any claim submitted invalid if an Eligible Claimant fails to provide the required information within the time specified.

#### **Rewards:**

Each Eligible Claimant will receive an Eftpos gift card of the relevant value corresponding to their Qualifying Purchase, as outlined below.

(a) \$100 Eftpos gift card for models:

- 65C815
- 65C715
- 85P715
- 75P715

(b) \$200 Eftpos gift card for models:

- 65X10
- 65X915
- 75C815

(c) \$300 Eftpos gift card for models:

- 75X10
- 75X915
- 100P715

**Card Activation and Expiry:**

The Eftpos gift card is issued by iGoDirect Group Pty Ltd and Terms & Conditions apply. The Eftpos gift card must be activated online at <https://indigo.cometrue.com.au/> or by phoning 1800 850 713 within six (6) months from the date stated on the paperwork provided with the Eftpos gift card, otherwise the funds will be forfeited.

The Eftpos gift card is valid for twelve (12) months from the date stated on the paperwork provided (subject to the activation period) with the Eftpos gift card or when the entire value has been exhausted, whichever occurs first. At expiry, any remaining available balance will be forfeited.

**General Conditions:**

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each claimant is responsible for ensuring his or her familiarity with these Terms and Conditions at the time of participation. Participation in this Promotion is deemed acceptance of these Terms and Conditions. The Promoter's decision not to enforce a specific restriction (whether communicated to a claimant or not) does not constitute a waiver of that restriction or of these Terms and Conditions generally.
3. The Promoter's decision in relation to any aspect of these Term and Conditions and the Promotion is final and binding on every person who participates. No correspondence will be entered into.
4. This Promotion is not valid in conjunction with any other offer.
5. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
6. The Promotion may be extended at the Promoter's absolute discretion.
7. Claimants can only participate in the Promotion in their own name. Claimants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
8. All claimants acknowledge that the Promoter can rely on these Terms and Conditions even if the Promoter only learns of a person's ineligibility after the Promoter has awarded a Gift Card to the ineligible person. Payment of the Gift Card value to the Promoter may be required by the Promoter if this occurs.
9. Incomplete, indecipherable or incorrect claims will be deemed invalid. Claimants are responsible for ensuring their correct personal details are provided and any updated details are notified to the

Promoter. The Promoter accepts no responsibility should an Eligible Claimant fail to receive their Gift Card because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.

10. Claims are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the claimant.

11. The Promoter does not warrant that the claim mechanism will be available, or the Participating Retailers will be open, at all times during the Promotion Period.

12. The Promoter is not responsible for any undelivered emails due to a claimant's spam filters or email settings.

13. The Promoter shall not be liable for a Gift Card being lost, deleted, stolen, damaged or tampered with in any way before it reaches a claimant or after it has been released to a claimant.

14. Any costs associated with accessing the Promotion or Gift Card provider's website, or associated with redeeming a Gift Card are the claimant's responsibility and are dependent on the internet service provider used. Eligible Claimants must submit their claim manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows a claimant to automatically submit claims in the Promotion repeatedly is prohibited and will render all claims submitted using such means invalid.

15. The Promoter may, in its sole discretion, declare any claim or claimant invalid if the claimant:

a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another claimant or potential claimant of, or anyone else associated with, this Promotion;

b) submits a claim that is not in accordance with these Terms and Conditions or who tampers with the claim process; or

c) engages in conduct in relation to this Promotion which is misleading, deceptive, fraudulent or damaging to the Promoter's goodwill or reputation.

16. 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, the Promoter reserves the right, in its sole discretion, to the fullest extent permitted by law to modify, suspend, terminate or cancel the Promotion, as appropriate, subject to any directions from any relevant authority.

17. As a condition of claiming a Gift Card, the claimant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or Gift Card suppliers in their absolute discretion.

18. The Promoter may communicate or advertise this Promotion via Facebook. However, the Promotion is in no way sponsored, endorsed or administered by, or associated with, Facebook. Claimants are providing their information to the Promoter and not to Facebook. Each claimant completely releases Facebook from any and all liability.

19. Gift Cards must be taken as offered and may not be varied. Gift Cards are not transferable, exchangeable, or redeemable for cash. If a Gift Card is unavailable for any reason, the Promoter reserves the right to substitute another Gift Card of equal or greater value for that Gift Card, or element of it, subject to the approval of any relevant authority.

20. Except for any liability that cannot be excluded by law, the Promoter (including its 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, including, but not limited to, where arising out of the following: (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 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 Card value to that stated in these Terms and Conditions; (e) any tax liability/implications incurred by a claimant; or (f) use of a Gift Card.

21. If rewards include Visa cards, eVouchers, eGift Cards all Visa cards are valid until the Visa card expiry date specified. Visa cards are subject to the conditions stipulated by the provider of the Visa card. If the total value of a Visa card is not used at the time of redemption, a new Visa card may (subject to the conditions stipulated by the provider) be issued for the remaining amount. Any such further Visa card is valid for the remainder of the original Visa card expiry period. Visa cards cannot be redeemed for further Visa cards. Once awarded, the Promoter shall not be liable for any Visa card that has been lost, stolen, forged, damaged or tampered with in any way.

22. The:

(a) Promoter, the Promoter's related entities, the Participating Retailers and all agencies associated with the Promotion; and

(b) the employees, agents, directors and contractors, of all entities referred to in this clause, shall not be liable for any loss or claim, action, demand, liability, damage, cost, expense or personal injury whatsoever (including but not limited to any direct, indirect or consequential loss), incurred, suffered or sustained by any person or entity (without limitation) in connection with, or arising from, the Promotion or acceptance of a Gift Card, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

23. Claimants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to participating in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.

24. **CAUTION:** Any attempt to deliberately undermine the legitimate operation of this Promotion may be a violation of criminal and civil laws and should such an attempt be made, whether successful or not, the Promoter reserves the right to refer the matter to law enforcement authorities and/or to seek damages or such other civil remedies as the Promoter may determine from time to time to the fullest extent permitted by law.

**Personal Information:**

25. Immediately upon submission by a claimant, their claim becomes the sole property of the Promoter.

26. All information claimants provide (“Personal Information”) will be used by the Promoter for the purpose of administering this Promotion and awarding Gift Cards.

27. The Promoter may disclose claimants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

**Promoter Opt-In:**

28. Should a claimant consent to receiving future information from the Promoter, via placing a tick in the ‘opt in’ box featured on the Promotion claim site, information provided by the claimant may be entered into a database and used by the Promoter, the Promoter's related entities and agencies engaged by the Promoter, for the Promoter's current and future promotional and marketing purposes without further reference or compensation to them. Should a claimant who elects to opt in wish to opt out or access or update their information held by the Promoter at any time, they can contact the Promoter as per clause 28.

29. The Promoter's privacy policy can be found at <https://www.tcl.com/au/en/privacy-notice.html>.

The Privacy Policy contains information on:

- a) how a claimant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- b) how a claimant may complain about a breach of the Australian Privacy Principles, or a registered privacy code that binds the Promoter, and how the Promoter will deal with such a complaint.

If a claimant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in this Privacy Policy.

30. The Promoter is bound by the Australian Privacy Principles in the Privacy Act 1988.