

## TERMS & CONDITIONS

1. Information on how to enter and prize details form part of these Terms and Conditions ("Terms"). Entry into this promotion is deemed acceptance of these Terms by each entrant.
2. Any costs associated with entering the promotion, including accessing the promotional website, are the responsibility of each entrant.
3. Subject to clause 4, the promotion is only open to Australian residents currently residing in Australia who: (a) purchase a Participating Product (as outlined in clause 6.e) below during the Promotional Period from a participating retailer; (b) comply with all entry requirements; (c) submit an entry form in accordance with these Terms; and (d) who do not in any way tamper with the entry process.
4. Employees of the Promoter, their immediate families, related companies, directors, management and agencies associated with this promotion are ineligible to enter.
5. Claimants under 18 years old must have parental/guardian approval to enter and further, the parent/guardian of the entrant must read and consent to these Terms. Parents/guardians may be required by the Promoter to enter into a further agreement as evidence of consent to the minor entering this promotion.
6. For the purposes of these Terms, the following definitions apply:
  - (a) **'Prize'** means either a TCL Sound Bar valued at \$219.00 or a TCL Sound Plate valued at \$199.00, depending on the model purchased as highlighted in clause 7.
  - (b) **'Promotional Period'** means 05/10/2015 to Closing Time on 15/11/15.
  - (c) **'Claim Period'** means from the 05/10/15 and within 30 days of the purchase date, as shown on the receipt.
  - (d) **'Purchase'** means payment in full for a Participating Product during the Promotional Period from an Australian participating retailer. Purchase does not include: (a) rental payment plans with a term of less than 18 months; (b) lay-buys or pre-orders made before the promotion start date; (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; or (f) purchases made in conjunction with any other TCL offer.
  - (e) **'Participating TCL TV'** means the models listed below:  
55" & Above TCL UHD TV: U85H9510FDS, U75H9510FDS, U65H8800CDS, U55H8800CDS,  
U65E6800FDS, U58E6800FDS, U65E5800FS, U55E5800FS  
40" or 50" TCL UHD TV: U50E6800FS, U50E5800FS, U40E5800FS.
  - (f) **'Validation'** occurs when an entry has been submitted and meets all of the requirements of these Terms and when the Promoter confirms that the entry is entitled to a Prize
7. The Promotion comprises of two offers:
  - a.) Claimants who purchase a TCL 55" or above UHD TV during the promotional period are eligible to receive a TCL Sound Bar, valued at \$219.00
  - b.) Claimants who purchase a TCL 40" or 50" UHD TV during the promotional period are eligible to receive a TCL Sound Plate, valued at \$199.00

8. To enter, claimants must:
  - a.) Purchase a participating TCL UHD TV during the promotional period.
  - b.) Go online to [www.tclpromotion.com.au](http://www.tclpromotion.com.au) and complete the online entry form providing all requested details and upload a scanned legible image of the original receipt clearly highlighting the model purchased, date of purchase and price.
9. Eligible claimants residing in a regional area within Australia will be required to collect their prize from the retailer they purchased the TCL UHD TV from. These claimants will be notified via email or telephone once their TCL Sound Bar or Sound Plate is ready for collection. Eligible claimants should receive their prize within 90 days.
10. Eligible claimants residing in a Metropolitan area will be sent their Prize via post to the address supplied on the online claim form within a 90 day period (or any other such period as notified to the claimant) of a valid claim being received by the Promoter. To the extent permitted by law, the Promoter will not be liable in the event that delivery is delayed due to circumstances beyond the Promoter's reasonable control, and if such circumstances arise the Promoter will, where possible and practicable to do so, contact any claimants affected and provide them with an approximate revised timeline for delivery.
11. Claims must be received within 30 days from the date of purchase, as shown on the receipt.
12. Only one (1) entry can be made for each Purchase by both the entrant and per household.
13. Invalid claimants will be notified via email.
14. Prizes are not transferable or redeemable for cash. The Promoter accepts no responsibility for late, lost or misdirected claims or other communications, including, without limitation, online submissions. Claims will be deemed void if illegitimate, forged, manipulated or tampered with in any way. If such problems arise, then the Promoter may (where necessary with the approval of the relevant lottery authority) modify, cancel, terminate or suspend the promotion. Incomplete or indecipherable claims will be deemed invalid.
15. The Promoter accepts no responsibility for deliveries to incorrect or incomplete addresses provided by claimant. If a claimant provides an incorrect address and delivery is completed, the claimant will forfeit the postage fee paid and a new prize will not be provided. If a claimant provides an incorrect address but delivery is not completed, the prize will be returned to the Promoter or its agent and the claimant will be responsible for any additional charges incurred in re-delivering the goods to the correct address.
16. Risk and title in goods will pass to you upon delivery of the goods at your nominated delivery address. The Promoter accepts no responsibility for damage caused to the Prize after delivery.
17. The Promoter will not be obliged to accept any return or make any refunds for changes of mind (in relation to both the qualifying product purchased and the delivery fee payable), except where required by law.
18. As a consumer, claimants have certain rights under the Australian Consumer Law which cannot be excluded or limited by the Promoter, including but not limited to in relation to returns and refunds of goods that they purchase that are not of acceptable quality ("Consumer Rights"). Claimants' Consumer Rights include statutory guarantees that any goods supplied to them will be of an acceptable quality, and will be fit for any notified purpose. Nothing in these Terms and Conditions is intended to exclude, restrict or modify your Consumer Rights.

19. The Promoter makes no representations or warranties, express or implied, other than the terms, conditions and warranties (if any) implied under law and incapable of exclusion, with respect to the availability, performance, security, characteristics or operation of the goods offered by the Promoter and will not be responsible for breach of any such representations or warranties.
20. Apart from any loss or damage that you may have a right to under law and that cannot be excluded, the Promoter will not be responsible for any loss or damage (including but not limited to any direct, indirect or consequential loss, damage, expense or injury suffered) that was not foreseeable to both parties at the time of entry into these terms and conditions, howsoever caused and whether arising in contract, tort (including negligence) or otherwise.
21. In the event that the Prize becomes unavailable for reasons beyond the Promoter's control, the Promoter may substitute the Prize for an item of equal or greater value subject to the claimant's agreement, or refund the monies received to the credit card account supplied on the claim form.
22. The Promoter reserves the right, at any time, to request verification of age, identity, residential address of claimants and any other information relevant to entry into or participation in this promotion. Verification is at the discretion of the Promoter, whose decision is final. The Promoter reserves the right to disqualify any individual who provides false information, fails to provide information, conspires with others to gain an unfair advantage or who is otherwise involved in any way in interfering or tampering with the conduct of this promotion. Errors and omissions will 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. .
23. The Promoter is TCL Electronics Australia Pty Ltd, (ABN: 83 111 032 896), 797 Springvale Road, Mulgrave, VIC 3170.