

## TERMS & CONDITIONS

<b>Promotion</b>	TCL Win a Money Can't Buy Experience to the Melbourne Cup Carnival Promotion
<b>Promoter</b>	The Promoter is TCL Electronics Australia Pty Ltd, (ABN: 83 111 032 896), 797 Springvale Road, Mulgrave, VIC 3170.
<b>Promotion Type</b>	Game of skill. Chance plays no part in determining the winner.
<b>Promotion Period</b>	Promotion Period commences: 09.00am AEDT on <b>01/10/2017</b> Promotion Period concludes: 11.59pm AEDT on <b>29/10/2017</b>
<b>Eligible Entrants</b>	<p>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 and agencies associated with this Promotion.</p> <p>"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.</p> <p>The Promoter is responsible for determining whether a person is an Eligible Entrant in its absolute discretion.</p>
<b>How to Participate</b>	<p>To submit an entry in the Promotion, an Eligible Entrant must, during the Promotion Period,</p> <ul style="list-style-type: none"> <li>(a) visit <a href="http://www.tclpromotion.com.au">www.tclpromotion.com.au</a> using a compatible browser; and</li> <li>(b) fully complete and submit the online entry form, providing all details required, including but not limited to: <ul style="list-style-type: none"> <li>i. any requested personal information (including but not limited to their first name, last name, residential address, email address, mobile phone number, date of birth and gender);</li> <li>ii. an answer in 25 words or less to the "Promotion Question" – "Why do you want to win a 'Money Can't Buy Experience' to the Melbourne Cup Carnival – Kennedy Oaks Day?"; and</li> <li>iii. indicating their acceptance of these Terms and Conditions, ("Eligible Entry").</li> </ul> </li> </ul> <p>Each Eligible Entry must be:</p> <ul style="list-style-type: none"> <li>(a) original; and</li> <li>(b) free of any claims, including copyright claims, by other parties.</li> </ul> <p>Each Eligible Entry <u>must not</u>:</p> <ul style="list-style-type: none"> <li>(a) be offensive or be likely to cause offence to any person or group of persons;</li> <li>(b) infringe the rights (including intellectual property rights) of any person, whether as a result of being communicated to the public or otherwise;</li> <li>(c) except for publication as provided for in this Promotion, have previously been shown to the public or a substantial number of members of the public; and</li> <li>(d) in whole or in part, have been submitted as an entry in any other promotion.</li> </ul>

	<p>If the same, or substantially the same, Eligible Entry is submitted in more than one entry, only the first Eligible Entry received will be accepted. If, in the Promoter's opinion, two (2) or more entries are the same, or are substantially the same, the Promoter may, in its absolute discretion, exclude one (1) or more of the Eligible Entrants who submitted those entries.</p>
<p><b>Required Verification</b></p>	<p>If requested by the Promoter, Eligible Entrants 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 their identity, age, eligibility to participate in the Promotion and claim a prize and compliance with these Terms and Conditions.</p> <p>If the items required by the Promoter are not received or an entrant has not been verified to the satisfaction of the Promoter within the time period required by the Promoter, the entry submitted by the entrant will be deemed invalid.</p> <p>A prize will only be awarded following all validation and verification requirements of the Promoter being met to its satisfaction.</p>
<p><b>Judging &amp; Winner Announcement</b></p>	<p>Judging will take place at Edge, Level 1, 500 Chapel Street, South Yarra, VIC 3141 ("Judging Location") by a representative of the Promoter on <b>30/10/2017</b> ("Judging").</p> <p>Eligible Entries will be individually judged based on originality and creative merit of the Eligible Entrant's answer to the Promotion Question. The Eligible Entrant whose Eligible Entry is deemed the most original and creative during the Judging by the representative of the Promoter, in their absolute discretion, will be awarded the prize.</p> <p>The winner will be notified by email and/or phone on following the Judging on <b>30/10/2017</b>.</p> <p>If the winner is unable to be contacted or does not claim the prize by 12 noon AEDT on <b>02/11/2017</b>, the Eligible Entrant who submitted the second best Eligible Entry (as judged by the representative of the Promoter) will be deemed the winner and will be notified by email and/or phone.</p> <p>The Promoter takes no responsibility for a winning Eligible Entrant who does not respond during the designated time frame and consequently forfeits their prize.</p>
<p><b>Prize</b></p>	<p>The prize is a "Money Can't Buy Melbourne Cup Carnival Experience" for the winner and a nominated companion (companion must be 18 years or older) valued at up to \$4,600 (including GST) depending on the winner's place of residence, including:</p> <ul style="list-style-type: none"> <li>(a) 2 tickets to the Melbourne Cup Carnival – Kennedy Oaks Day, including corporate hospitality food and beverage package, valued at \$1,200;</li> <li>(b) opportunity to be on stage during the presentation of TCL TV Stakes on Kennedy Oaks Day;</li> <li>(c) 2 return economy airfares to Melbourne from the winner's nearest Australian state/territory capital city, valued at up to \$2,000 (unless the winner resides in Victoria, in which case airfares will not be included in the prize);</li> <li>(d) 2 nights' accommodation in Melbourne (twin share; minimum 4 stars; establishment selected by the Promoter) valued at up to \$1,200;</li> <li>(e) return transfers from the accommodation establishment to Flemington racecourse on Kennedy Oaks Day valued at up to \$200.</li> </ul>

For the avoidance of doubt, if the winner resides in Victoria, flights are not included in the prize and the winner will be required to make their own way to and from the accommodation establishment at their own expense to participate in the prize.

The prize must be taken from **08/11/2017** to **10/11/2017** inclusive. Travel is subject to availability at all times and maybe dependent on select seat class with airlines or specific room category availability with accommodation partners.

The prize does not (except as expressly stated) include:

- (a) any transport between a traveller's residence and the departure airport (if applicable);
- (b) any overnight accommodation while travelling to the departure airport or destination (if applicable);
- (c) any other travel or accommodation,
- (d) any incidental hotel charges (such as mini-bar charges, telephone calls, in house movies, food and beverages);
- (e) any insurance (such as travel or health cover); and
- (f) any other ancillary costs which may be incurred by those travelling.

All aspects of a Prize (including travel and accommodation) are for two (2) people travelling together at all times. All components of a prize must be taken together as a single trip to be booked by the Promoter or the Promoter's representatives. The travel itinerary for the prize is to be determined by the Promoter in its absolute discretion. Frequent flyer points will not form part of the prize.

The prize must be taken as stated. The prize cannot be exchanged for other travel, flights or accommodation at other destinations. All components of the prize must be taken together as a single trip to be booked by the Promoter. Once the prize is booked, no changes can be made. The prize winner must hold a valid credit card and present it on check in at the accommodation establishments to cover any incidental hotel charges.

Participation in the prize, or an element of the prize, is subject to such other terms and conditions as may be imposed by those involved in providing goods or services included in the prize ("Third Party Terms"). Prize participants are responsible for compliance with all applicable Third Party Terms and bear all risks associated with failure to comply with any of them. They will be required to maintain an acceptable standard of behaviour while a participant in the prize. The Promoter assumes no liability (and will provide no compensation) to a prize winner and/or nominated travel companion who, as a result of any failure to comply with any Third Party Terms: (a) is unable to participate in the prize (or any part of it); or (b) suffers any loss or damage.

In the event that for any reason the prize winner or nominated companion does not take an element of the prize at the time nominated by the Promoter or prize provider, then that element of the prize will be forfeited by the prize winner and/or nominated companion and no substitute will be supplied in lieu of that element of the prize.

The prize cannot be sold, scalped, auctioned, raffled, pledged, or promoted as an incentive or reward by any third party as an inducement for any person or other entity to enter into any commercial or other arrangements with that third party. If the prize is obtained through any of these methods, it will not be honoured.

All costs associated or arising regarding a prize not provided for in these terms

	and conditions are the responsibility of the prize winner.
<b>Entry Limit</b>	Eligible Entrants may submit a limit of one (1) entry in the Promotion.

## GENERAL CONDITIONS

1. Details above and the following clauses collectively form the terms and conditions of this Promotion ("Terms and Conditions").
2. Each entrant 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 an entrant 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. Any values stated in these Terms and Conditions are in AUD/RRP/including GST.
5. Entrants can only participate in the Promotion in their own name. Entrants who enter using multiple aliases (e.g. multiple names, addresses and/or email addresses) will be disqualified.
6. All entrants 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 prize to the ineligible person. Payment of the prize value to the Promoter may be required by the Promoter if this occurs.
7. Incomplete, indecipherable or incorrect entries will be deemed invalid. Entrants 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 entrant fail to receive/claim their prize because of a failure to notify the Promoter of correct details or of a change to their details, or for providing invalid information.
8. Entries are deemed to be received at the time of receipt into the Promoter's database, not time of transmission by the entrant.
9. The Promoter does not warrant that the entry mechanism will be available at all times during the Promotion Period.
10. The Promoter is not responsible for any undelivered emails due to an entrant's spam filters or email settings.
11. The Promoter shall not be liable for a prize (or component of a prize) being lost, deleted, stolen, damaged or tampered with in any way before it reaches an entrant or after it has been released to an entrant.
12. Any costs associated with accessing the Promotion or a prize provider's website, or associated with redeeming a prize are the entrant's responsibility and are dependent on the internet service provider used. Eligible Entrants must submit their entry manually using a compatible internet browser. The use of any automated software or any other mechanical or electronic means that allows an entrant to automatically submit entries in the Promotion repeatedly is prohibited and will render all entries submitted using such means invalid.
13. The Promoter may, in its sole discretion, declare any entry or entrant invalid if the entrant:

- (a) disrupts, annoys, abuses, threatens, harasses or attempts to do any of these things to the Promoter, another entrant or potential entrant of, or anyone else associated with, this Promotion;
  - (b) submits an entry that is not in accordance with these Terms and Conditions or who tampers with the entry 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.
14. 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.
15. As a condition of claiming a prize, the entrant may be required to (at the Promoter's discretion) sign any legal documentation as and in the form required by the Promoter and/or prize suppliers in their absolute discretion.
16. 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. Entrants are providing their information to the Promoter and not to Facebook. Each entrant completely releases Facebook from any and all liability.
17. Prizes must be taken as offered and may not be varied. Prizes are not transferable, exchangeable or redeemable for cash. If a prize (or prize component) is unavailable for any reason, the Promoter reserves the right to substitute another prize of equal or greater value for that prize (or prize component).
18. 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 entry 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/implications incurred by an entrant; or (f) use of a prize.
19. The:
- (a) Promoter, the Promoter's related entities 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 entry, 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 prize, except that which cannot be excluded by law (in which case that liability is limited to the maximum extent allowable by law).

20. Each entrant grants the Promoter an irrevocable, worldwide and perpetual licence to use any content of an entry submitted in the Promotion in any manner and for any purpose at its absolute discretion, including using the entries for future Promoter's

promotional, marketing and publicity purposes without any further reference or payment or other compensation to the entrant. The Promoter is entitled to amend, edit, select, crop, retouch, add to or delete from any part of any submitted entry.

21. Entrants must, at the Promoter's request, participate in any Promotion activity (such as publicity and photography) relating to winning a prize in the Promotion, free of charge, and they consent to the Promoter using their name and image in any future promotional material.
22. **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**

23. Immediately upon submission by an entrant, their entry becomes the sole property of the Promoter.
24. All information entrants provide ("Personal Information") will be used by the Promoter for the purpose of administering this Promotion and awarding the prize.
25. The Promoter may disclose entrants' Personal Information to its contractors and agents to assist in conducting this Promotion and as required, to Australian regulatory authorities.

### **OPTING-IN TO HEAR FROM THE PROMOTER**

26. Should an entrant consent to receiving future information from the Promoter, via placing a tick in the 'opt in' box featured on the online entry form, information provided by the entrant 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 an entrant 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 27.
27. The Promoter's privacy policy can be found at - <https://www.tclelectronics.com.au/privacy-policy/>

The Privacy Policy contains information on:

- (a) how an entrant may access the Personal Information that is held by the Promoter and seek correction of such information; and
- (b) how an entrant 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 an entrant has any questions regarding their privacy, they should contact the Promoter using the contact details contained in this Privacy Policy.

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